

**TOWN OF FOREST HEIGHTS  
RESOLUTION 28-20**

**WHEREAS**, the Treasurer has certified that the funds are available under line item 7074 and it has been verified that the Axon Enterprise, Inc, Motorola Solutions, Priority Install, and ROK Brothers, Inc is a unique provider has made government sales, and the procurement is for items of a specialized nature following Section 20.4(a)(6) of the Ordinance Code for the Town of Forest Heights.

**NOW THEREFORE BE IT RESOLVED** that the Mayor and Town Council of Town of Forest Heights, Maryland hereby authorizes the Chief of Police to enter an agreement with the following Companies. Axon Enterprise Inc., to purchase 4 in-car cameras which are referred to *Exhibit A* for a price not to exceed (\$25,168.80); Motorola Solutions Inc., to purchase 2 in-car Motorola radios which are referred to *Exhibit B* for a price not to exceeded for (\$8,381.10); Priority Install Inc., to purchase essential K-9 equipment (kennel insert, heat alarm, door popper, a warning system for overheating) which as referred to *Exhibit C* for a price to not exceed (\$12,264.85) and ROK Brothers, Inc., to purchase 4 Cradlepoint modems and 4 Panorama Antenna which as referred to *Exhibit D* for the price to not exceed (\$4,267.64). This transaction will proceed as further described herein and in the above recitals which are incorporated by reference herein.

**BE IT FURTHER RESOLVED**, that this Resolution shall take effect immediately upon passage.

PASSED this \_\_\_\_ day of June 2020.

APPROVED: By Resolution of the Town Council of The Town of Forest Heights, Maryland

ROLL CALL VOTE YEA/NAY/ABSTAIN/ABSENT

MUHAMMAD	_____
KENNEDY II	_____
NOBLE	_____
BARNES	_____
HINES	_____
WASHINGTON	_____
ATKINSON	_____

ATTEST: THE TOWN OF FOREST HEIGHTS, MARYLAND

\_\_\_\_\_  
Sherletta Hawkins, Town Clerk

By: \_\_\_\_\_  
Mayor Habeeb-Ullah Muhammad, Mayor

By: \_\_\_\_\_

TOWN OF FOREST HEIGHTS  
RESOLUTION 28-30

**TOWN OF FOREST HEIGHTS  
RESOLUTION 28-20**

Calvin Washington, Council President

[Exhibit A]

**CERTIFICATION**

I, hereby certify, as the duly appointed Town Clerk of the Town of Forest Heights, Maryland, that on the \_\_\_\_ day of June 2020 with \_\_\_\_\_ Aye votes and Nay votes the aforesaid Resolution \_\_-20 passed.

---

Sherletta Hawkins, Town Clerk



**Axon Enterprise, Inc.**  
17800 N 85th St.  
Scottsdale, Arizona 85255  
United States  
Phone: (800) 978-2737

**Q-227801-43872.933LM**

Issued: 02/11/2020

➔ **Quote Expiration: 02/28/2020**

Account Number: 452932

Payment Terms: Net 30  
Delivery Method: Fedex - Ground  
Contract Number: 00018966

**SALES REPRESENTATIVE**

Lindsey McElroy  
Phone: 480-502-6200  
Email: lmcneill@taser.com  
Fax:

**PRIMARY CONTACT**

Ronald Govan  
Phone: (301) 399-9772  
Email: rgovan@forestheightsmd.gov

**SHIP TO**

Ronald Govan  
Forest Heights Police Dept. - MD  
5508 Arapahoe Dr  
Forest Heights, MD 20745  
US

**BILL TO**

Forest Heights Police Dept. - MD  
5508 Arapahoe Dr  
Forest Heights, MD 20745  
US

**Year 1**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>						
80012	BASIC EVIDENCE.COM LICENSE: YEAR 1 PAYMENT		4	165.00	132.00	528.00
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM		4	220.00	220.00	880.00
85110	EVIDENCE.COM INCLUDED STORAGE		40	0.00	0.00	0.00
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT		1	308.00	308.00	308.00
<b>Hardware</b>						
74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK		4	499.00	449.10	1,796.40
74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK		4	0.00	0.00	0.00
11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK		4	0.00	0.00	0.00
11553	SYNC CABLE, USB A TO 2.5MM		4	0.00	0.00	0.00
74008	AXON DOCK, 6 BAY + CORE, AXON BODY 2		1	1,495.00	1,345.50	1,345.50

**Year 1 (Continued)**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware (Continued)</b>						
70116	SPPM, SIGNAL CONNECTED BATTERY PACK, X2/X26P		4	100.00	0.00	0.00
Subtotal						4,857.90
Estimated Shipping						0.00
Estimated Tax						0.00
Total						4,857.90

**Year 2**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>						
80013	BASIC EVIDENCE.COM LICENSE: YEAR 2 PAYMENT		4	180.00	180.00	720.00
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM		4	240.00	240.00	960.00
85110	EVIDENCE.COM INCLUDED STORAGE		40	0.00	0.00	0.00
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT		1	336.00	336.00	336.00
Subtotal						2,016.00
Estimated Tax						0.00
Total						2,016.00

**Year 3**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>						
80014	BASIC EVIDENCE.COM LICENSE: YEAR 3 PAYMENT		4	180.00	180.00	720.00
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM		4	240.00	240.00	960.00
85110	EVIDENCE.COM INCLUDED STORAGE		40	0.00	0.00	0.00
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT		1	336.00	336.00	336.00
Subtotal						2,016.00
Estimated Tax						0.00
Total						2,016.00



## Year 4

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80015	BASIC EVIDENCE.COM LICENSE: YEAR 4 PAYMENT		4	180.00	180.00	720.00
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM		4	240.00	240.00	960.00
85110	EVIDENCE.COM INCLUDED STORAGE		40	0.00	0.00	0.00
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT		1	336.00	336.00	336.00
Subtotal						2,016.00
Estimated Tax						0.00
Total						2,016.00
Grand Total						10,905.90



## Discounts (USD)

Quote Expiration: 02/28/2020

List Amount	11,787.00
Discounts	881.10
<b>Total</b>	<b>10,905.90</b>

*\*Total excludes applicable taxes*

## Summary of Payments

Payment	Amount (USD)
Year 1	4,857.90
Year 2	2,016.00
Year 3	2,016.00
Year 4	2,016.00
<b>Grand Total</b>	<b>10,905.90</b>

## Notes

This quote is co-termined with quote Q-159230 (executed contract #18966). Year one has been prorated to 11 months to align agency annual billing dates. This has been done according to an anticipated ship date of 3/1/2020-3/15/2020. The end date of these subscriptions is subject to change if the ship/start date changes.

Axon Body 2 hardware contained in this quote will be covered under the Taser Assurance Plan, and will be eligible for replacement at the same time as the equipment originally deployed on this existing contract as determined by quote Q-159230 (contract #18966).

Tax is subject to change at order processing with valid exemption.

## Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature:

Date:

Name (Print):

Title:

PO# (Or write  
N/A):

Please sign and email to Lindsey McElroy at [lmcnell@taser.com](mailto:lmcnell@taser.com) or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store [buy.axon.com](http://buy.axon.com)

The trademarks referenced above are the property of their respective owners.

### \*\*\*Axon Internal Use Only\*\*\*

		SFDC Contract#:
		Order Type:
		RMA #:
		Address Used:
		SO #:
Review 1	Review 2	
Comments:		





**ROK Brothers, Inc.**  
PO Box 381  
Millersville, MD 21108  
Phone: (800) 914-3334  
Fax: (800) 635-1335  
info@rokbrothers.com  
orders@rokbrothers.com

## PROPOSAL

Proposal ID	Date
5130	4/14/2020
Sales Person	Page
Omar Sayed	1 of 1

### Proposal To:

Forest Heights Police Department  
5508 Arapahoe Drive  
Oxon Hill, MD 20745  
Phone: (301) 839-4040  
Fax: (301) 839-1122  
E-Mail: anrease@forestheightsmd.gov  
Contact: Anthony N. Rease

### Ship To:

Forest Heights Police Department  
5508 Arapahoe Drive  
Oxon Hill, MD 20745  
Phone: (301) 839-4040  
Fax: (301) 839-1122

Decision Maker		Ship Date	Ship Via	Description	Terms	
			UPS Ground - Business	SQ-068859-4	Due the 20th day of the next month	
Quantity	Product ID	Description			Unit	Amount
5.00	MA1-NCESS-R	"Renewal NetCloud Mobile Essentials Plan, 1-yr"			180.00	900.00
		R				
		4/15/2020 4/14/2021				

anrease@forestheightsmd.gov

### ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted.  
Proposal is valid until Saturday, June 13, 2020

Signature \_\_\_\_\_

Date \_\_\_\_\_

Subtotal	900.00
Sales Tax	54.00
<b>TOTAL</b>	<b>954.00</b>





April 2 2020

Price Quote

Prepared By: Diane Hall

410-458-0389

240-581-5707 (fax)

Forest Heights

Bill To  
Address:  
Ship to  
Address:

Equipment Details and Pricing		
QTY	Model	Description
Unit Price	Extended Price	

2	M2SURS9PW1AN	APX6500 Mobile		
2	G78	7/800 MHZ MID POWER MOBILE	\$4,190.55	\$8,381.10
2	G806	ENH: 2 YR REPAIR SERVICE ADVANTAGE		
2	W22	ENH: IMBE ASTRO DIGITAL CAI OPERATION		
2	G442	ADD: PALM MICROPHONE		
2	G67	ADD: 05 CONTROL HEAD		
2	G444	ADD: REMOTE MOUNT		
2	G335	ADD: APX CONTROL HEAD SW		
2	W432	ALT: ANT 1/4 WAVE		
2	GA00235AA	ENH: SPKR INCREASED AUDIO POWER		
2	G51	NO GPS ANT NEEDED		
2	QA01648	ENH: SMARTZONE OPERATION		
2	G361	ENH: ADVANCED SYSTEM KEY		
2	GA00580	ADD: P25 TRUNKING SW		
2	G996	ADD: TDMA OPERATION		
2	GA01771	ENH: OVER THE AIR PROVISIONING		
		ENH: ENHANCEMENT LEVEL 2		

TOTAL \$ 8,381.10

QUOTE TERMS AND CONDITIONS:

Pricing, terms and conditions are based upon Prince George's County, Maryland (ARO No. C-0891-06)  
Please reference the contract # on your purchase order.

Please Make Purchase Order out to:

Motorola Solutions Inc.  
809 Pinnacle Drive  
Linthicum Heights, MD 21090

# Priority Install LLC

8340-C Beechcraft Ave  
Gaithersburg, MD 20879

301-987-2046  
jeff@priorityinstall.com

Not All Installs Are Created Equal



## QUOTE

Date	Quote #
4/3/2020	QT4859

Bill To
Forest Heights Police Department 5508 Arapahoe Dr. Oxon Hill, MD 20745

Ship To

Payment not received within thirty days of date billed will result in an additional charge of 1.5% per month with a minimum charge of \$10.	P.O. Number	Terms	S.O. No.	Project
	Quote		3586	SO 3586 - Ford Sedan K9 #...

Qty	Part #	Description	Price Each	Amount
1	Labor	** Vehicle Add's - 2016 Ford Taurus, VEH # 415 ** VIN GG155034  Labor to Remove and Reinstall Current Vehicle Wiring + Parts	450.00	450.00
1	Sound Off Signal	OVERHEAD LIGHTBAR 48"/122cm 12 VOLT NFORCE LED LIGHTBAR W/ DSC TECHNOLOGY /D24/D12/D12/D12/D12/D12/D12/D24/ /R_W/R_W/R_W/R_W/B_W/B_W/B_W/B_W/  A --GRT-- --GRT-- --GRT-- O--GRT-- A   A --CLR-- --CLR-- --CLR-- O--CLR-- A  /D24/D12/D12/D12/D12/D12/D12/D24/ /R_A/R_A/R_A/R_A/B_A/B_A/B_A/B_A/ Material - Lexan [12]12 Accessories - PNFLBSPLT1, AUTO-DIM Mount - Standard Fixed Height Mount (PNFLBK08) & Extension Plate (PNFLBKXT) Hook - PNFLBF14	2,138.85	2,138.85
2	ELUC3H010W	*Rear Tail Light LEDS* ELUC3H010W Universal UnderCover Screw-In LED Insert Single Light Kit, 9-32 Vdc w/ 10' 5-wire harness: includes insert, Lens #1 (Extreme Angle) & Inline Flasher - Single Color White	75.00	150.00

Tax ID 27-2922288  
MD Sales & Use 14110180  
SBE Certification SB10-4632



Total



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Page 1



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Date	Quote #
4/3/2020	QT4859

Bill To
Forest Heights Police Department 5508 Arapahoe Dr. Oxon Hill, MD 20745

Ship To

Payment not received within thirty days of date billed will result in an additional charge of 1.5% per month with a minimum charge of \$10.	P.O. Number	Terms	S.O. No.	Project
	Quote		3586	SO 3586 - Ford Sedan K9 #...

Qty	Part #	Description	Price Each	Amount
2	EMPS2QMS4J	*Side Windows (2nd Row) - On K9 Window Guards* EMPS2QMS4J	105.00	210.00
2	PMP2WDG15W	mpower® 4" Fascia Light w/ Quick Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 12 LED, Dual Color - Red/Blue PMP2WDG15W	6.00	12.00
1	F3	15 Degree Wedge Assembly, White, for use with 4" Quick Mount Light  *K9 Heat Alarm System w/ Door Popper* F SERIES Tactical K9 Deployment & Heat Alert System w/pager	1,185.00	1,185.00
1	TK1189ITS12	*Rear Electronics Tray* TK1189ITS12 Trunk Tray Aluminum 2015-2019 Ford Sedan	320.00	320.00
1	DS-PAN-111	*MDT for CF-31* Toughbook Certified Docking Station for Panasonic Toughbook CF-30 and CF-31 Laptops Part # DS-PAN-111	555.00	555.00
1	LPS-104	120 Watt Power Supply for use with DS-PAN-110 Series Docking Stations Part # LPS-104	145.00	145.00

Tax ID 27-2922288  
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**Total**



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Gaithersburg, MD 20879

301-987-2046

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## QUOTE

Date	Quote #
4/3/2020	QT4859

Bill To
Forest Heights Police Department 5508 Arapahoe Dr. Oxon Hill, MD 20745

Ship To

Payment not received within thirty days of date billed will result in an additional charge of 1.5% per month with a minimum charge of \$10.	P.O. Number	Terms	S.O. No.	Project
	Quote		3586	SO 3586 - Ford Sedan K9 #...

Qty	Part #	Description	Price Each	Amount
1	C-VS-1508-INSE	*Console Solution w/ Mounting Poles for MDT* 2013-2019 Ford Police Interceptor Sedan Vehicle Specific 23" Console Part # C-VS-1508-INSE Faceplates: Ray Allen Radio Faceplate SOS Siren Remote	330.00	330.00
1	C-LP2-PS1-USB	2 Lighter Plug Outlet W/ 1 USB Cut Outs Part # C-LP2-PS1-USB	90.00	90.00
1	C-CUP2-I	Internal Cup Holders Part # C-CUP2-I	32.00	32.00
1	C-ARM-103	Arm rest, External mount, Large arm rest pad, Flip, Height adjustable	92.00	92.00
1	C-HDM-204	8.5" Heavy Duty Telescoping Pole, Side Mount, Short Handle Part # C-HDM-204	130.00	130.00
1	C-HDM-303	Heavy Duty Fixed Top Offset Platform, 6" Offset Part # C-HDM-303	30.00	30.00
1	C-MD-202	Tilt Swivel Motion Device Part # C-MD-202	60.00	60.00
1	Shipping	Shipping, UPS ground	60.00	60.00
1	PDM-6PR4	Central Power Distribution Module - Provides Fused Battery Hot, Timed & Ignition controlled circuits in a single accessible distribution center.	175.00	175.00

Tax ID 27-2922288  
MD Sales & Use 14110180  
SBE Certification SB10-4632



**Total**



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Page 3.





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Gaithersburg, MD 20879

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## QUOTE

Date	Quote #
4/3/2020	QT4859

Bill To
Forest Heights Police Department 5508 Arapahoe Dr. Oxon Hill, MD 20745

Ship To

Payment not received within thirty days of date billed will result in an additional charge of 1.5% per month with a minimum charge of \$10.		P.O. Number	Terms	S.O. No.	Project
		Quote		3586	SO 3586 - Ford Sedan K9 #...
Qty	Part #	Description		Price Each	Amount
1	Labor	Installation of above		2,850.00	2,850.00
1	Radio Install	Installation of customer's radio, speaker, antenna coax, power and ignition harness		460.00	460.00
1	Magnetic Mic Clip	Magnetic Mic Clip		35.00	35.00
1	Labor	*Customer Provided Parts to be Installed* - (4) nForce Grill Lights - (1) Whelen Dash Light - (2) Whelen ION (On Tag Bracket) - (1) Rear Deck Interior LightBar - (2) nForce above rear LightBar - (1) SOS Siren + Speaker w/ Bracket - (1) Havis K9 Insert		1,980.00	1,980.00
1	Graphics	Adding K9 Graphics to Rear Window		75.00	75.00
1	Labor	*Changes per Chief Rease 12-2-19*		420.00	420.00
1	Custom Fab	Installation of Customer Provided Howler system Custom Fabrication of mounting brackets		280.00	280.00

Tax ID 27-2922288  
MD Sales & Use 14110180  
SBE Certification SB10-4632



**Total** \$12,264.85



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## Master Services and Purchasing Agreement

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and the agency on the Quote ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement act as a master agreement governing all subsequent purchases by Agency for the same Axon products and services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties therefore agree as follows:

**1 Definitions.**

"**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Evidence.com and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

"**Axon Devices**" means all hardware provided by Axon under this Agreement.

"**Quote**" means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

"**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

**2 Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 plans begin after shipment of the applicable Axon Device. If Axon ships the Device in the first half of the month, the start date is the 1st of the following month. If Axon ships the Device in the second half of the month, the start date is the 15th of the following month. For purchases solely of Axon Evidence subscriptions, the start date is the Effective Date. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").

Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

**3 Payment.** Axon invoices upon shipment. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

**4 Taxes.** Agency is responsible for sales and other taxes associated with the order unless Agency



provides Axon a valid tax exemption certificate.

5 **Shipping.** Axon may make partial shipments and ship Devices from multiple locations. All shipments are FOB shipping point via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6 **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7 **Warranty.**

7.1 **Hardware Limited Warranty.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except Signal Sidearm, which Axon warrants for 30 months from the date of Agency's receipt. Axon warrants its Axon-manufactured accessories for 90-days from the date of Agency's receipt. Used conducted energy weapon ("CEW") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the 1-year hardware warranty through the extended warranty term. Non-Axon manufactured Devices are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured Devices.

7.2 **Claims.** If Axon receives a valid warranty claim for an Axon manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Device with the same or like Device, at Axon's option. A replacement Device will be new or like new. Axon will warrant the replacement Device for the longer of (a) the remaining warranty of the original Device or (b) 90-days from the date of repair or replacement.

If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering a Device for service, Agency must upload Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Device sent to Axon for service.

7.3 **Spare Devices.** Axon may provide Agency a predetermined number of spare Devices as detailed in the Quote ("**Spare Devices**"). Spare Devices will replace broken or non-functioning units. If Agency utilizes a Spare Device, Agency must return to Axon, through Axon's warranty return process, any broken or non-functioning units. Axon will repair or replace the unit with a replacement Device. Upon termination, Axon will invoice Agency the MSRP then in effect for all Spare Devices provided. If Agency returns the Spare Devices to Axon within 30 days of the invoice date, Axon will issue a credit and apply it against the invoice.

7.4 **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Device use instructions; (b) Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Device; (d) force majeure; (e) Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Devices with a defaced or removed serial number.

**7.4.1 To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions,**



whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement.

- 7.4.2 Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Device, or if for Services, the amount paid for such Services over the 12 months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.

- 8 **Statement of Work.** Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("SOW"). In the event Axon provides an SOW to Agency, Axon is only responsible to perform Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.
- 9 **Device Warnings.** See [www.axon.com/legal](http://www.axon.com/legal) for the most current Axon device warnings.
- 10 **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Devices and Services previously purchased by Agency.
- 11 **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.
- 12 **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
- 13 **Indemnification.** Axon will indemnify Agency's officers, directors, and employees ("Agency Indemnitees") against all claims, demands, losses, and reasonable expenses arising out of a third-party claim against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct by Axon under this Agreement, except to the extent of Agency's negligence or willful misconduct, or claims under workers compensation.
- 14 **IP Rights.** Axon owns and reserves all right, title, and interest in Axon devices and services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
- 15 **IP Indemnification.** Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Devices or





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Services by Agency or a third-party not approved by Axon; (b) use of Axon Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.

- 16 **Agency Responsibilities.** Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; and (c) a dispute between Agency and a third-party over Agency's use of Axon Devices.

17 **Termination.**

17.1 **For Breach.** A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.

17.2 **By Agency.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.

17.3 **Effect of Termination.** Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Devices for less than the manufacturer's suggested retail price ("MSRP") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Devices received and amounts paid towards those Devices. Only if terminating for non-appropriation, Agency may return Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Device at the time of sale. For bundled Devices, MSRP is the standalone price of all individual components.

- 18 **Confidentiality.** "Confidential Information" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5-years thereafter. Axon pricing is Confidential Information and competition sensitive. If Agency is required by law to disclose Axon pricing, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

19 **General.**

19.1 **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

19.2 **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

19.3 **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.



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- 19.4 Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 19.5 Export Compliance.** Each Party will comply with all import and export control laws and regulations.
- 19.6 Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 19.7 Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 19.8 Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 19.9 Survival.** The following sections will survive termination: Payment, Warranty, Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.
- 19.10 Governing Law.** The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 19.11 Notices.** All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Contact information for notices:
- |                             |                  |
|-----------------------------|------------------|
| Axon: Axon Enterprise, Inc. | Agency:          |
| Attn: Legal                 | Attn:            |
| 17800 N. 85th Street        | Street Address   |
| Scottsdale, Arizona 85255   | City, State, Zip |
| legal@axon.com              | Email            |
- 19.12 Entire Agreement.** This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

**Axon Enterprise, Inc.**

**Agency**

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Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



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Axon Cloud Services Terms of Use Appendix

1 **Definitions.**

**"Agency Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.

**"Evidence"** is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

**"Non-Content Data"** is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

**"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

- 2 **Access.** Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Agency may not upload non-TASER Data to Axon Evidence Lite.

- 3 **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content are not business records of Axon. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will have limited access to Agency Content solely for providing and supporting Axon Cloud Services to Agency and Agency end users.

- 4 **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

- 5 **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud





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Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.

Agency will also maintain the security of end user names and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.

- 6 **Privacy.** Axon will not disclose Agency Content or information about Agency except as compelled by a court or administrative body or required by law or regulation. If Axon receives a disclosure request for Agency Content, Axon will give Agency notice, unless legally prohibited from doing so, to allow Agency to file an objection with the court or administrative body. Agency agrees to allow Axon access to certain information from Agency to (a) perform troubleshooting services upon request or as part of regular diagnostic screening; (b) enforce this Agreement or policies governing the use of Axon Evidence; or (c) perform analytic and diagnostic evaluations of the systems.
- 7 **Axon Body 3 Wi-Fi Positioning.** Axon Body 3 cameras offers a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.
- 8 **Storage.** For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.
- 9 **Location of Storage.** Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.
- 10 **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use

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of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent.

Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.

- 11 **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.
- 12 **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 bundle. During Agency's Axon Records Subscription Term, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.

- 13 **Axon Cloud Services Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 13.1 copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
  - 13.2 reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
  - 13.3 access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
  - 13.4 use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
  - 13.5 access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
  - 13.6 remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
  - 13.7 use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.

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- 14 **After Termination.** Axon will not delete Agency Content for 90-days following termination. There will be no functionality of Axon Cloud Services during these 90-days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.
- 15 **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
- 16 **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.
- 17 **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.



## Professional Services Appendix

- 1 **Utilization of Services.** Agency must use professional services as outlined in the Quote and this Appendix within 6 months of the Effective Date.
- 2 **Body-Worn Camera Full Service (BWC Full Service).** BWC Full Service includes advance remote project planning and configuration support and up to 4 consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than 4 consecutive on-site days, Agency must purchase additional days. BWC Full Service options include:

### System set up and configuration

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories and custom roles based on Agency need
- Register cameras to Agency domain
- Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access
- One on-site session included

### Dock configuration

- Work with Agency to decide the ideal location of Docks and set configurations on Dock
- Authenticate Dock with Axon Evidence using admin credentials from Agency
- On-site assistance, not to include physical mounting of docks

### Best practice implementation planning session

- Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies
- Discuss the importance of entering metadata in the field for organization purposes and other best practice for digital data management
- Provide referrals of other agencies using the Axon camera devices and Axon Evidence
- Recommend rollout plan based on review of shift schedules

### System Admin and troubleshooting training sessions

Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

### Axon instructor training (Train the Trainer)

Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations

### Evidence sharing training

Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies

### End user go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

### Implementation document packet

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

### Post go-live review

- 3 **Body-Worn Camera Starter Service (BWC Starter).** BWC Starter includes advance remote

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project planning and configuration support and one day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency requires more than 1 day of on-site Services, Agency must purchase additional on-site Services. The BWC Starter options include:

### System set up and configuration (Remote Support)

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories & custom roles based on Agency need
- Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access

### Dock configuration

- Work with Agency to decide the ideal location of Dock setup and set configurations on Dock
- Authenticate Dock with Axon Evidence using "Administrator" credentials from Agency
- Does not include physical mounting of docks

### Axon instructor training (Train the Trainer)

Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations

### End user go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

### Implementation document packet

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

- 4 **Body-Worn Camera Virtual 1-Day Service (BWC Virtual).** BWC Virtual includes all items in the BWC Starter Service Package, except one day of on-site services.

- 5 **CEW Services Packages.** CEW Services Packages are detailed below:

### System set up and configuration

- Configure Axon Evidence categories & custom roles based on Agency need.
- Troubleshoot IT issues with Axon Evidence.
- Register users and assign roles in Axon Evidence.
- **For the CEW Full Service Package:** On-site assistance included
- **For the CEW Starter Package:** Virtual assistance included

### Dedicated Project Manager

Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4-6 weeks before rollout

### Best practice implementation planning session to include:

- Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies
- Discuss the importance of entering metadata and best practices for digital data management
- Provide referrals to other agencies using TASER CEWs and Axon Evidence
- **For the CEW Full Service Package:** On-site assistance included

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<ul style="list-style-type: none"><li>• <b>For the CEW Starter Package:</b> Virtual assistance included</li></ul>
<b>System Admin and troubleshooting training sessions</b> On-site sessions providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
<b>Axon Evidence Instructor training</b> <ul style="list-style-type: none"><li>• Provide training on the Axon Evidence to educate instructors who can support Agency's subsequent Axon Evidence training needs.</li><li>• <b>For the CEW Full Service Package:</b> Training for up to 3 individuals at Agency</li><li>• <b>For the CEW Starter Package:</b> Training for up to 1 individual at Agency</li></ul>
<b>TASER CEW inspection and device assignment</b> Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.
<b>Post go-live review</b> <b>For the CEW Full Service Package:</b> On-site assistance included. <b>For the CEW Starter Package:</b> Virtual assistance included.

**6 Smart Weapon Transition Service.** The Smart Weapon Transition Service includes:

<b>Archival of CEW Firing Logs</b> Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.
<b>Return of Old Weapons</b> Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Agency with a Certificate of Destruction

\*Note: CEW Full Service packages for TASER 7 Include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

**7 Signal Sidearm Installation Service.** If Agency purchases Signal Sidearm Installation Service, Axon will provide one day of on-site Services and one professional services manager and will cover the installation of up to 100 Signal Sidearm devices per package purchased. Agency is responsible for providing an appropriate work area and ensuring all holsters that will have Signal Sidearm installed onto them are available on the agreed-upon installation date(s). Installation includes:

Removal of existing connection screws that affix a holster to a holster mount
Proper placement of the Signal Sidearm Mounting Plate between the holster and the mount
Reattachment of the holster to the mount using appropriate screws
Functional testing of Signal Sidearm device

**8 Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

**9 Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will

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not charge Agency travel time by Axon personnel to Agency premises as work hours.

- 10 **Access Computer Systems to Perform Services.** Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.
- 11 **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional Services and Devices to operate per the Device User Documentation. Before installation of Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Devices are to be installed ("**Installation Site**") per the environmental specifications in the Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Device User Documentation for any Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it. If Axon modifies Device User Documentation for any Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it.
- 12 **Acceptance.** When Axon completes professional Services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional Services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 7 calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within 7 calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional Services.
- 13 **Agency Network.** For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.



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Technology Assurance Plan Appendix

If Technology Assurance Plan ("TAP") or a bundle including TAP is on the Quote, this appendix applies.

- 1 **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the 1-year Hardware Limited Warranty.
- 2 **Officer Safety Plan.** If Agency purchases an Officer Safety Plan ("OSP"), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.
- 3 **OSP 7 Term.** OSP 7 begins after Axon ships the Axon Body 3 or TASER 7 hardware to Agency. If Axon ships in the first half of the month, OSP 7 starts the 1st of the following month. If Axon ships in the second half of the month, OSP 7 starts the 15th of the following month ("**OSP 7 Term**").
- 4 **TAP BWC Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera ("**BWC Upgrade**") as scheduled in the Quote. If Agency purchased TAP Axon will provide a BWC Upgrade that is the same or like Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
- 5 **TAP Dock Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote ("**Dock Upgrade**"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Device, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Device, at Axon's option.
- 6 **Upgrade Delay.** Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote 60 days before the end of the Subscription Term without prior confirmation from Agency.
- 7 **Upgrade Change.** If Agency wants to change Device models for the offered BWC or Dock Upgrade, Agency must pay the price difference between the MSRP for the offered BWC or Dock Upgrade and the MSRP for the model desired. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
- 8 **Return of Original Device.** Within 30 days of receiving a BWC or Dock Upgrade, Agency must return the original Devices to Axon or destroy the Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Devices. If Agency does not return or destroy the Devices, Axon will deactivate the serial numbers for the Devices received

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by Agency.

- 9 **Termination.** If Agency's payment for TAP, OSP, or Axon Evidence is more than 30 days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
- 9.1 TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
  - 9.2 Axon will not and has no obligation to provide the Upgrade Models.
  - 9.3 Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.



## TASER 7 Appendix

This TASER 7 Appendix applies to Agency's TASER 7, OSP 7, or OSP 7 Plus purchase from Axon.

- 1 **Duty Cartridge Replenishment Plan.** If the Quote includes "**Duty Cartridge Replenishment Plan**", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
- 2 **Training.** If the Quote includes a training voucher, Agency must use the voucher within 1 year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "**Training Content**"), Agency may access Training Content. Axon will deliver all Training Content electronically.
- 3 **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a 5-year term, which includes the hardware manufacturer's warranty plus the 4-year extended term.
- 4 **Trade-in.** If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

Agency Size	Days to Return from Start Date of TASER 7 Subscription
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

- 5 **TASER 7 Subscription Term.** The TASER 7 Subscription Term for a standalone TASER 7 purchase begins on shipment of the TASER 7 hardware. The TASER 7 Subscription Term for OSP 7 begins on the OSP 7 Start date.
- 6 **Access Rights.** Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Subscription Term. Agency may not upload any non-TASER 7 data or any other files to Axon Evidence. Agency may not exceed the number of end users than the Quote specifies.





- 7 **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body. Agency acknowledges and agrees that Axon may access Agency Content to: (a) perform troubleshooting services upon request or as part of Axon's maintenance or diagnostic screenings; (b) enforce this Agreement or policies governing use of Axon Evidence; (c) generate aggregated data, excluding information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual (collectively, "PII"), to improve, analyze, support, and operate Axon's current and future devices and services.
- 8 **Termination.** If payment for TASER 7 is more than 30 days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:
- 8.1 TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.
  - 8.2 Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within 30 days of the date of termination.
  - 8.3 Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.



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**Axon Auto-Tagging Appendix**

- 1 **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("CAD") or Records Management Systems ("RMS"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS.
- 2 **Support.** For thirty days after completing Auto-Tagging Services, Axon will provide up to 5 hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, so long as long as Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.
- 3 **Changes.** Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
- 4 **Agency Responsibilities.** Axon's performance of Auto-Tagging Services requires Agency to:
  - 4.1 Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);
  - 4.2 Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
  - 4.3 Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
  - 4.4 Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
  - 4.5 Promptly install and implement any software updates provided by Axon;
  - 4.6 Ensure that all appropriate data backups are performed;
  - 4.7 Provide assistance, participation, and approvals in testing Auto-Tagging Services;
  - 4.8 Provide Axon with remote access to Agency's Axon Evidence account when required;
  - 4.9 Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and
  - 4.10 Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
- 5 **Access to Systems.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.



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**Axon Fleet Appendix**

- 1 **Agency Responsibilities.** Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet as established by Axon during the on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.
- 2 **CradlePoint.** If Agency purchases CradlePoint Enterprise Cloud Manager, Agency will comply with CradlePoint's end user license agreement. The term of the CradlePoint license may differ from the Axon Evidence Subscription. CradlePoint installation is outside the scope of this Agreement. If Agency requires CradlePoint support, Agency will contact CradlePoint directly.
- 3 **Third-party Installer.** If Agency (a) installs Axon Fleet and related hardware without "train the trainer" Services from Axon; (b) does not follow instructions provided by Axon during train the trainer; or (c) uses a third-party to install the hardware (collectively, "**Third-party Installer**"), Axon will not be responsible for Third-party Installer's failure to follow instructions relating to installation and use of Axon Fleet. Axon will not be liable for the failure of Axon Fleet hardware to operate per Axon's specifications or damage to Axon Fleet hardware due to a Third-party Installer. Axon may charge Agency if Axon is required to (a) replace hardware damaged by Third-party Installer; (b) provide extensive remote support; or (c) send Axon personnel to Agency to replace hardware damaged by Third-party Installer.
- 4 **Wireless Offload Software.**
  - 4.1 **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Software ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
  - 4.2 **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
  - 4.3 **Updates.** If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.
  - 4.4 **WOS Support.** Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.
- 5 **Fleet 2 Unlimited.** Both Fleet 2 Unlimited and Fleet 2 Unlimited 60 require a 5-year term. Both



## Master Services and Purchasing Agreement

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offerings provide a 4-year extended warranty on Axon Fleet camera hardware.

- 6 **Fleet 2 Unlimited Upgrade.** For Axon Fleet 2 Unlimited, 5 years after the start of the Axon Evidence Subscription associated with Agency's Axon Fleet Purchase, Axon will provide Agency a new front and new rear Axon Fleet camera that is the same or like Device, at Axon's sole option ("**Axon Fleet Upgrade**"). Axon Fleet 2 Unlimited 60 is not eligible to receive an Axon Fleet Upgrade.

After Agency makes the fifth Axon Fleet Unlimited payment, Agency may elect to receive the Axon Fleet Upgrade anytime in the fifth year of the Axon Evidence Subscription associated with Agency's Axon Fleet Purchase. If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.

Within 30 days of receiving the Axon Fleet Upgrade, Agency must return the original Devices to Axon or destroy the Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Devices. If Agency does not destroy or return the Devices to Axon, Axon will deactivate the serial numbers for the Devices received by Agency.

- 7 **Fleet Unlimited Termination.** If Agency's payment for any Axon Fleet Unlimited program or Axon Evidence is more than 30 days past due, Axon may terminate Axon Fleet Unlimited. Once Axon Fleet Unlimited terminates for any reason, then:
- 7.1 Axon Fleet Unlimited coverage terminates, and no refunds will be given.
  - 7.2 Axon will not and has no obligation to provide the Axon Fleet Upgrade Models.
  - 7.3 Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Axon Fleet Unlimited.





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### Axon Aware Appendix

This Axon Aware Appendix applies to both Axon Aware and Axon Aware Plus.

- 1 **Axon Aware Subscription Term.** If Agency purchases Axon Aware as part of a bundled offering, the Axon Aware subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Aware to Agency.

If Agency purchases Axon Aware as a standalone, the Axon Aware subscription begins the later of the (1) date Axon provisions Axon Aware to Agency, or (2) first day of the month following the Effective Date.

The Axon Aware subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Aware.

- 2 **Scope of Axon Aware.** The scope of Axon Aware is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Aware outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Aware to better meet Agency's needs.
- 3 **LTE Requirements.** Axon Aware is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.
- 4 **Axon Aware Service Limitations.** Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.

Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.

- 5 **Termination.** Upon termination of this Agreement, or if Agency stops paying for Axon Aware or bundles that include Axon Aware, Axon will end LTE service.

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Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal

Version: 9.0

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## Add-on Services Appendix

This Appendix applies to Axon Citizen for Communities, Axon Redaction Assistant, and Axon Performance.

- 1 **Subscription Term.** If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as part of OSP 7, the subscription begins on the later of the (1) start date of the OSP 7 Term, or (2) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency.

If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.

The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.

- 2 **Axon Citizen Storage.** For Axon Citizen, Agency may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Agency's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.
- 3 **Performance Auto-Tagging Data.** In order to provide some features of Axon Performance to Agency, Axon will need to store call for service data from Agency's CAD or RMS.



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Flock Software Terms of Use Appendix

1 **Definitions.**

**"Aggregated Data"** means information that relates to a group or category of customers, from which individual customer identities have been removed, that is not linked or reasonably linkable to any customer, including via a device.

**"Authorized End User"** shall mean any individual employees, agents, or contractors of Customer accessing or using the Flock Services through the Web Interface, under the rights granted to Customer pursuant to this Agreement.

**"Customer"** will mean the Agency.

**"Customer Data"** will mean the data, media and content provided by Customer through the Flock Services. For the avoidance of doubt, the Customer Data will include the Footage and geolocation information and environmental data collected by sensors built into the Units.

**"Documentation"** will mean text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Flock Services which are provided by Flock to Customer in accordance with the terms of this Agreement.

**"Embedded Software"** will mean the software and/or firmware embedded or preinstalled on the Flock Hardware.

**"Flock IP"** will mean the Flock Services, the Documentation, the Flock Hardware, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Customer and/or its Authorized End Users in connection with the foregoing.

**"Flock Hardware"** shall mean the Flock Gate Cameras and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services. The term "Flock Hardware" excludes the Embedded Software.

**"Flock Services"** means the provision, via the Web Interface, of Flock's software application for automatic license plate detection, searching image records, and sharing Footage.

**"Flock System"** means collectively, the Flock Hardware, Embedded Software, and Flock Services.

**"Footage"** means still images and/or video captured by the Flock Hardware in the course of and provided via the Flock Services.

**"Non-Customer End User"** means a Flock customer that has elected to give Customer access to its data in the Flock System.

**"Non-Customer End User Data"** means the Footage, geolocation data, environmental data



## Master Services and Purchasing Agreement

and/or notifications of a Non-Customer End User.

**"Unit(s)"** shall mean the Flock Hardware together with the Embedded Software.

**"Web Interface"** means the website(s) or application(s) through which Customer and its Authorized End Users can access the Flock Services in accordance with the terms of this Agreement.

### 2 **Flock Services.**

**2.1 Provision of Access.** Subject to the terms of this Agreement, Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the term of Customer's agreement, solely for the Authorized End Users. The Footage will be available for Customer to access via the Web Interface for 30 days. Authorized End Users will be required to sign up for an account, and select a password and username ("**User ID**"). Flock will also provide Customer the Documentation to be used in accessing and using the Flock Services. Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Customer, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User's use of the Flock Services and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, including without limitation using a third party to host the Web Interface which make the Flock Services available to Customer and Authorized End Users. Customer agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Customer from time to time.

**2.2 Embedded Software License.** Subject to all terms of this Agreement, Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Flock Hardware by Flock; in each case, solely as necessary for Customer to use the Flock Services.

**2.3 Documentation License.** Subject to the terms of this Agreement, Flock hereby grants to Customer a non-exclusive, non-transferable right and license to use the Documentation during the Service Term for Customer's internal purposes in connection with its use of the Flock Services as contemplated herein.

**2.4 Usage Restrictions.** Customer will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP, or attempt to do any of the foregoing, and Customer acknowledges that nothing in this Agreement will be construed to grant Customer any right to obtain or





## Master Services and Purchasing Agreement

use such source code; (iii) modify, alter, tamper with or repair any of the Flock IP, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Flock; (vi) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Application IP; (vii) use the Flock Services for timesharing or service bureau purposes or otherwise for the benefit of a third party or any purpose other than the Purpose; or (viii) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Customer's rights under Sections 2.1, 2.2, or 2.3.

**2.5 Retained Rights; Ownership.** As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. There are no implied rights.

**2.6 Suspension.** Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP if (i) Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP; (b) Customer's or any Authorized End User's use of the Flock Service disrupts or poses a security risk to the Flock Service or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Flock's provision of the Flock Services to Customer or any Authorized End User is prohibited by applicable law; or (e) any vendor of Flock has suspended or terminated Flock's access to or use of any third party services or products required to enable Customer to access the Flock (each such suspension, in accordance with this Section 2.6, a "**Service Suspension**"). Flock will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Customer (including notices sent to Flock's registered email address) and to provide updates regarding resumption of access to the Flock IP following any Service Suspension. Flock will use commercially reasonable efforts to resume providing access to the Application Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Flock will extend the Customer's term by the duration of any suspension (for any continuous suspension lasting at least one full day) where the service suspension is not caused by the direct Customer's actions or by the actions of parties associated with the Customer. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Customer or any Authorized End User may incur as a result of a Service Suspension.

### **3 Installation Services.**

**3.1 Designated Locations.** Prior to performing the physical installation of the Units, Flock shall advise Customer on the location and positioning of the Units for optimal license plate image capture, as conditions and location allow. While Flock will provide advice



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regarding the location of positioning of such Units, Customer will have the ultimate decision regarding the location, position, and angle of the Units (each Unit location so designated by Customer, a "**Designated Location**"). Due to the fact that Customer selects the Designated Location, Flock shall have no liability to Customer resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations. After an installation plan with Designated Locations and equipment has been agreed upon by both Flock and the Customer, any subsequent changes to the installation plan driven by Customer's request will incur a \$250 charge in addition to any equipment charges. These changes include but are not limited to camera re-positioning, adjusting of camera mounting, re-angling, changes to heights of poles, and removing foliage.

- 3.2 Customer's Installation Obligations.** Customer agrees to allow Flock and its agents reasonable access to the designated installation locations at all reasonable times upon reasonable notice for the purpose of performing the installation work (together with the preceding sentence, the "**Customer Installation Obligations**"). It is understood that the Installation Fees do not include any permits or associated costs, any federal, state or local taxes including property, license, privilege, sales, use, excise, gross receipts or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Flock Hardware, its use, or any other services performed in connection therewith and that Customer shall be solely responsible for the foregoing. Customer represents and warrants that it has all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation.
- 3.3 Flock's Installation Obligations.** The Flock Hardware shall be installed in a workmanlike manner in accordance with Flock's standard installation procedures, and the installation will be completed within a reasonable time from the time the Designated Locations are selected by Customer. Following the initial installation of the Flock Hardware, Flock's obligation to perform installation work shall cease; however, Flock will continue to monitor the performance of the Units. Customer understands and agrees that the Flock Services will not function without the Flock Hardware.
- 3.4 Theft and Damage.** Flock agrees to replace the Flock Hardware up to 1 time during the Term, at no cost to Customer, in the event of theft or damage. Subsequent replacement due to damage or theft will be at Customer's own expense, at a replacement cost of \$300 per camera. Customer shall not be required to replace subsequently damaged or stolen units; however, Customer understands and agrees that functionality, including Footage, will be materially affected due to such subsequently damaged or stolen units and that Flock will have no liability to Customer regarding such affected functionality nor shall the Fees owed be impacted.
- 3.5 Security Interest.** The Flock Hardware shall remain the personal property of Flock and will be removed upon the termination or expiration of Customer's Agreement. Customer agrees to perform all acts which may be necessary to assure the retention



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of title of the Flock Hardware by Flock. Should Customer default in any payment for the Flock Services or any part thereof or offer to sell or auction the Flock Hardware, then Customer authorizes and empowers Flock to remove the Flock Hardware or any part thereof. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

- 3.6 Hazardous Conditions.** Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless. Any additional expenses incurred by Flock as a result of the discovery or presence of hazardous material or hazardous conditions shall be the responsibility of Customer and shall be paid promptly upon billing.
- 4 Customer Representations and Warranties.** Customer represents, covenants, and warrants that Customer will use the Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content and retention thereof.
- 5 Data, Feedback: Aggregated Statistics.**
- 5.1 Customer and Non-Customer End User Data.** As between Flock and Customer, all right, title and interest in the Customer Data and Non-Customer End User Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to use the Customer Data and Non-Customer End User Data and perform all acts with respect to the Customer Data and Non-Customer End User Data as may be necessary for Flock to provide the Flock Services to Customer, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify and distribute the Customer Data and Non-Customer End User Data as a part of the Aggregated Data (as defined in Section 5.3 below). This Agreement does not by itself make any Non-Customer End User Data the sole property or the Proprietary Information of Customer.
- 5.2 Feedback.** If Customer provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Customer hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.
- 5.3 Aggregated Data.** Notwithstanding anything in this Agreement to the contrary, Flock shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Flock Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom). Customer acknowledges that Flock will



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be compiling Aggregated Data based on Customer Data and Non-Customer End User Data input into the Flock Services. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the Service Term hereof) to use and distribute such Aggregated Data to improve and enhance the Services and for other marketing, development, diagnostic and corrective purposes in connection with the Flock Services and other Flock offerings. No rights or licenses are granted except as expressly set forth herein.

### 6 Remedy; Warranty; and Disclaimer.

- 6.1 Remedy.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a "Defect"), Customer must first make commercially reasonable efforts to address the problem by contacting Flock's technical support. If such efforts do not correct the Defect, Flock shall, or shall instruct one of its contractors to, in its sole discretion, repair or replace the Flock Hardware or Embedded Software suffering from the Defect. Flock reserves the right to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Unit; provided that such inspection and test shall occur within 72 hours after Customer notifies the Flock of defect. Except for cameras owned by Customer, Flock agrees to replace cameras once at no cost to Customer upon the first instance of theft or damage. Subsequent replacement due to damage or theft will be at Customer's own expense with a replacement cost of \$300 per camera. Customer shall not be required to replace subsequently damaged or stolen units; however, Customer understands and agrees that functionality, including Footage, will be materially affected due to such subsequently damaged or stolen units and that Flock will have no liability to Customer regarding such affected functionality nor shall the Fees owed be impacted.
- 6.2 Exclusions.** Flock will not provide the remedy described in Section 6.1 above if any of the following exclusions apply: (a) misuse of the Flock Hardware or Embedded Software in any manner, including operation of the Flock Hardware or Embedded Software in any way that does not strictly comply with any applicable specifications, documentation, or other restrictions on use provided by Flock; (b) damage, alteration, or modification of the Flock Hardware or Embedded Software in any way; or (c) combination of the Flock Hardware or Embedded Software with software, hardware or other technology that was not expressly authorized by Flock.
- 6.3 Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Flock Services. Flock Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.
- 6.4 Disclaimer.** THE REMEDY DESCRIBED IN SECTION 6.1 ABOVE IS CUSTOMER'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE FLOCK HARDWARE AND/OR EMBEDDED SOFTWARE. THE FLOCK DOES NOT WARRANT THAT



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THE FLOCK SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE FLOCK SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE FLOCK SERVICES AND INSTALLATION SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

### 7 **Limitation of Liability and Indemnity.**

**7.1 Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL FLOCK HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; OR (E) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE FLOCK SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF AN EMERGENCY, CUSTOMER SHOULD CONTACT 911 AND SHOULD NOT RELY ON THE FLOCK SERVICES.

**7.2 Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties. Customer will not pursue any claims or actions against Flock's suppliers.

**7.3 Indemnity.** Customer hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of Section 3, a breach of this Agreement, Customer's sharing of any data in connection with the Flock system, Flock employees or agent or Non-Customer End Users, or otherwise from Customer's use of the Flock Services, Flock Hardware and any Software, including any claim that such actions violate any applicable law or third party right. Although Flock has no obligation to monitor Customer's use of the



## Master Services and Purchasing Agreement

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Flock Services, Flock may do so and may prohibit any use of the Flock Services it believes may be (or alleged to be) in violation of the Section 3 or this Agreement.

- 8 **Data Preservation.** The Customer agrees to store Customer Data and Non-Customer End User Data in compliance with all applicable local, state, and federal laws, regulations, policies and ordinances and their associated record retention schedules. As part of Customer's consideration for paid access and no-fee access to the Flock System, to the extent that Flock is required by local, state or federal law to store the Customer Data or the Non-Customer End User Data, Customer agrees to preserve and securely store this data on Flock's behalf so that Flock can delete the data from its servers and, should Flock be legally compelled by judicial or government order, Flock may retrieve the data from Customer upon demand.
- 9 **Publicity.** Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Flock Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.
- 10 **Export.** Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in FAR section 2.101, the Flock Services, the Flock Hardware, the Embedded Software and Documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.





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**Axon Commander™ Software Appendix**

- 1 **License.** Axon owns all executable instructions, images, icons, sound, and text in Commander. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Commander. "Use" means storing, loading, installing, or executing Commander exclusively for data communication with an Axon Device. Agency may use Commander in a networked environment on computers other than the computer it installs Commander on, so long as each execution of Commander is for data communication with an Axon Device. Agency may make copies of Commander for archival purposes only. Agency shall retain all copyright, trademark, and proprietary notices in Commander on all copies or adaptations.
- 2 **Term.** The Quote will detail the duration of the Commander license, as well as any maintenance. The term will begin upon installation of Commander by Axon.
- 3 **License Restrictions.** All licenses will immediately terminate if Agency does not comply with any term of this Agreement. Agency may not use Commander for any purpose other than as expressly permitted by this Agreement. Agency may not:
  - 3.1 modify, tamper with, repair, or otherwise create derivative works of Commander;
  - 3.2 reverse engineer, disassemble, or decompile Commander or apply any process to derive the source code of Commander, or allow others to do the same;
  - 3.3 access or use Commander to avoid incurring fees or exceeding usage limits or quotas;
  - 3.4 copy Commander in whole or part, except as expressly permitted in this Agreement;
  - 3.5 use trade secret information contained in Commander;
  - 3.6 resell, rent, loan or sublicense Commander;
  - 3.7 access Commander to build a competitive device or service or copy any features, functions, or graphics of Commander; or
  - 3.8 remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Commander or any copies of Commander.
- 4 **Support.** Axon may make available updates and error corrections ("**Updates**") to Commander. Axon will provide Updates electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate access to the Internet to receive Updates. Agency is responsible for maintaining the computer equipment necessary to use Commander. Axon may provide technical support of a prior release/version of Commander for 6 months from when Axon made the subsequent release/version available.
- 5 **Termination.** Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement. Upon termination, Axon may disable Agency's right to login to Axon Commander.



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## Axon Application Programming Interface Appendix

1 **Definitions.**

"API Client" means the software that acts as the interface between Agency's computer and the server, which is already developed or to be developed by Agency.

"API Interface" means software implemented by Agency to configure Agency's independent API Client Software to operate in conjunction with the API Service for Agency's authorized Use.

"Axon Evidence Partner API, API or AXON API" (collectively "API Service") means Axon's API which provides a programmatic means to access data in Agency's Axon Evidence account or integrate Agency's Axon Evidence account with other systems.

"Use" means any operation on Agency's data enabled by the supported API functionality.

2 **Purpose and License.**

2.1 Agency may use API Service and data made available through API Service, in connection with an API Client developed by Agency. Axon may monitor Agency's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Agency agrees to not interfere with such monitoring or obscure from Axon Agency's use of API Service. Agency will not use API Service for commercial use.

2.2 Axon grants Agency a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Agency's Use in connection with Agency's API Client.

2.3 Axon reserves the right to set limitations on Agency's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3 **Configuration.** Agency will work independently to configure Agency's API Client with API Service for Agency's applicable Use. Agency will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Agency will inform Axon promptly of any updates. Upon Agency's registration, Axon will provide documentation outlining API Service information.

4 **Agency Responsibilities.** When using API Service, Agency and its end users may not:

- 4.1 use API Service in any way other than as expressly permitted under this Agreement;
- 4.2 use in any way that results in, or could result in, any security breach to Axon;
- 4.3 perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;
- 4.4 interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;
- 4.5 reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;
- 4.6 create an API Interface that functions substantially the same as API Service and offer it for use by third parties;



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- 4.7 provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;
  - 4.8 frame or mirror API Service on any other server, or wireless or Internet-based device;
  - 4.9 make available to a third-party, any token, key, password or other login credentials to API Service;
  - 4.10 take any action or inaction resulting in illegal, unauthorized or improper purposes; or disclose Axon's API manual.
- 5 **API Content.** All content related to API Service, other than Agency Content or Agency's API Client content, is considered Axon's API Content, including:
- 5.1 the design, structure and naming of API Service fields in all responses and requests;
  - 5.2 the resources available within API Service for which Agency takes actions on, such as evidence, cases, users, or reports; and
  - 5.3 the structure of and relationship of API Service resources; and
  - 5.4 the design of API Service, in any part or as a whole.
- 6 **Prohibitions on API Content.** Neither Agency nor its end users will use API content returned from the API Interface to:
- 6.1 scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
  - 6.2 copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;
  - 6.3 misrepresent the source or ownership; or
  - 6.4 remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).
- 7 **API Updates.** Axon may update or modify the API Service from time to time ("**API Update**"). Agency is required to implement and use the most current version of API Service and to make any applicable changes to Agency's API Client required as a result of such API Update. API Updates may adversely affect how Agency's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Agency to update API Client to the most current version of API Service. Axon will provide support for 1 year following the release of an API Update for all depreciated API Service versions.



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**Advanced User Management Appendix**

- 1 **Scope.** Advanced User Management allows Agency to (a) utilize bulk user creation and management, (b) automate user creation and management through System for Cross-domain Identity Management ("SCIM"), and (c) automate group creation and management through SCIM.
  
- 2 **Advanced User Management Configuration.** Agency will work independently to configure Agency's Advanced User Management for Agency's applicable Use. Upon request, Axon will provide general guidance to Agency, including documentation that details the setup and configuration process.



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**Axon Channel Services Appendix**

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1 **Definitions.**

"**Axon Digital Evidence Management System**" means Axon Evidence or Axon Commander, as specified in the attached Channel Services Statement of Work.

"**Active Channel**" means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.

"**Inactive Channel**" means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.

2 **Scope.** Agency currently has a third-party system or data repository from which Agency desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Agency's third-party data into an Axon Digital Evidence Management System or the transfer of Agency data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work ("**Channel Services SOW**"). Channel Services will not delete any Agency Content. Agency is responsible for verifying all necessary data is migrated correctly and retained per Agency policy.

3 **Purpose and Use.** Agency is responsible for verifying Agency has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Agency is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Agency's network and systems to perform the Services described in the Channel Services SOW. Agency is responsible for facilitating this access per all laws and policies applicable to Agency.

4 **Project Management.** Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.

5 **Warranty.** Axon warrants that it will perform the Channel Services in a good and workmanlike manner.

6 **Monitoring.** Axon may monitor Agency's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency's use of channel services.

7 **Agency's Responsibilities.** Axon's successful performance of the Channel Services requires Agency:

- 7.1 Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);
- 7.2 Provide access to the building facilities and where Axon is to perform the Channel

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Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Channel Services);

- 7.3** Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;
- 7.4** Ensure all appropriate data backups are performed;
- 7.5** Provide Axon with remote access to the Agency's network and third-party systems when required for Axon to perform the Channel Services;
- 7.6** Notify Axon of any network or machine maintenance that may impact the performance of the Channel Services; and
- 7.7** Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).





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VIEVU Data Migration Appendix

- 1 **Scope.** Agency currently has legacy data in the VIEVU Solution from which Agency desires to move to Axon Evidence. Axon will work with Agency to copy legacy data from the VIEVU solution into Axon Evidence ("Migration"). Before Migration, Agency and Axon will work together to develop a Statement of Work ("Migration SOW") to detail all deliverables and responsibilities. The Migration will require the availability of Agency resources. Such resources will be identified in the SOW. On-site support during Migration is not required. Upon Agency's request, Axon will provide on-site support for an additional fee. Any request for on-site support will need to be pre-scheduled and is subject to Axon's resource availability.

A small amount of unexposed data related to system information will not be migrated from the VIEVU solution to Axon Evidence. Upon request, some of this data can be manually exported before Migration and provided to Agency. The Migration SOW will provide further detail.

- 2 **Changes.** Axon is only responsible to perform the Services described in this Appendix and Migration SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
- 3 **Project Management.** Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.
- 4 **Downtime.** There may be downtime during the Migration. The duration of the downtime will depend on the amount of data that Agency is migrating. Axon will work with Agency to minimize any downtime. Any VIEVU mobile application will need to be disabled upon Migration.
- 5 **Functionality Changes.** Due to device differences between the VIEVU solution and the Axon's Axon Evidence solution, there may be functionality gaps that will not allow for all migrated data to be displayed the same way in the user interface after Migration.
- 6 **Acceptance.** Once the Migration is complete, Axon will notify Agency and an acceptance form. Agency is responsible for verifying that the scope of the project has been completed and all necessary data is migrated correctly and retained per Agency policy. Agency will have 90 days to provide Axon acceptance that the Migration was successful, or Axon will deem the Migration accepted.

In the event Agency does not accept the Migration, Agency agrees to notify the Axon within a reasonable time. Agency also agrees to allow Axon a reasonable time to resolve any issue. In the event Agency does not provide the Axon written rejection of the Migration during these 90 days, Agency may be charged for additional monthly storage costs. After Agency provides acceptance of the Migration, the Axon will delete all data from the VIEVU solution 90 days after the Migration.



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- 7 **Post-Migration.** After Migration, the VIEVU solution may not be supported and updates may not be provided. Axon may end of life the VIEVU solution in the future. If Agency elects to maintain data within the VIEVU solution, Axon will provide Agency 90 days' notice before ending support for the VIEVU solution.
- 8 **Warranty.** Axon warrants that it will perform the Migration in a good and workmanlike manner.
- 9 **Monitoring.** Axon may monitor Agency's use of Migration to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency's use of Migration.



## Axon Support Engineer Appendix

- 1 **Axon Support Engineer Payment.** Axon will invoice for Axon Support Engineer ("ASE") services, as outlined in the Quote, when the Axon Support Engineer commences work on-site at Agency.
- 2 **Full-Time ASE Scope of Services.**
  - 2.1 A Full-Time ASE will work on-site four (4) days per week.
  - 2.2 Agency's Axon sales representative and Axon's Agency Success team will work with Agency to define its support needs and ensure the Full-Time ASE has skills to align with those needs. There may be up to a 6-month waiting period before the Full-Time ASE can work on-site, depending upon Agency's needs and availability of a Full-Time ASE.
  - 2.3 The purchase of Full-Time ASE Services includes 2 complimentary Axon Accelerate tickets per year of the Agreement, so long as the ASE has started work at Agency, and Agency is current on all payments for the Full-Time ASE Service.

The Full-Time ASE Service options are listed below:

### Ongoing System Set-up and Configuration

- Assisting with assigning cameras and registering docks
- Maintaining Agency's Axon Evidence account
- Connecting Agency to "Early Access" programs for new devices

### Account Maintenance

- Conducting on-site training on new features and devices for Agency leadership team(s)
- Thoroughly documenting issues and workflows and suggesting new workflows to improve the effectiveness of the Axon program
- Conducting weekly meetings to cover current issues and program status

### Data Analysis

- Providing on-demand Axon usage data to identify trends and insights for improving daily workflows
- Comparing Agency's Axon usage and trends to peers to establish best practices
- Proactively monitoring the health of Axon equipment and coordinating returns when needed

### Direct Support

- Providing on-site, tier 1 and tier 2 technical support for Axon devices
- Proactively monitoring the health of Axon equipment
- Creating and monitoring RMAs on-site
- Providing Axon app support
- Monitoring and testing new firmware and workflows before they are released to Agency's production environment

### Agency Advocacy

- Coordinating bi-annual voice of customer meetings with Axon's Device Management team
- Recording and tracking Agency feature requests and major bugs

## 3 **Regional ASE Scope of Services**

- 3.1 A Regional ASE will work on-site for 3 consecutive days per quarter. Agency must schedule the on-site days at least 2 weeks in advance. The Regional ASE will also be

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Department: Legal

Version: 9.0

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- available by phone and email during regular business hours up to 8 hours per week.
- 3.2 There may be up to a 6-month waiting period before Axon assigns a Regional ASE to Agency, depending upon the availability of a Regional ASE.
- 3.3 The purchase of Regional ASE Services includes 2 complimentary Axon Accelerate tickets per year of the Agreement, so long as the ASE has started work at Agency and Agency is current on all payments for the Regional ASE Service.

### The Regional ASE service options are listed below:

#### Account Maintenance

- Conducting remote training on new features and devices for Agency's leadership
- Thoroughly documenting issues and workflows and suggesting new workflows to improve the effectiveness of the Axon program
- Conducting weekly conference calls to cover current issues and program status
- Visiting Agency quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Agency's goals for your Axon program, and continue to ensure a successful deployment of Axon devices

#### Direct Support

- Providing remote, tier 1 and tier 2 technical support for Axon devices
- Creating and monitoring RMAs remotely

#### Data Analysis

- Providing quarterly Axon usage data to identify trends and program efficiency opportunities
- Comparing an Agency's Axon usage and trends to peers to establish best practices
- Proactively monitoring the health of Axon equipment and coordinating returns when needed

#### Agency Advocacy

- Coordinating bi-yearly Voice of Agency meetings with Device Management team
- Recording and tracking Agency feature requests and major bugs

- 4 **Out of Scope Services.** The ASE is responsible to perform only the Services described in this Appendix. Any additional Services discussed or implied that are not defined explicitly in this Appendix will be considered out of the scope.
- 5 **ASE Leave Time.** The ASE will be allowed up 7 days of sick leave and up to 15 days of vacation time per each calendar year. The ASE will work with Agency to coordinate any time off and will provide Agency with at least 2 weeks' notice before utilizing any vacation days.



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**Redaction Services Appendix**

- 1 **Scope.** Each month of Axon Redaction Service, Agency may utilize up to the number of redacted videos included on the Quote, or the maximum number of hours, whichever comes first. In order to be considered one video, a video an Agency submits to Axon for redaction must be less than 1 hour. If a video is longer than 1 hour, it will be rounded up to the next hour. For example, if Agency submits a video for redaction and that video is 150 minutes, the video will be considered 3 hours. Agency may not rollover unused redactions and hours from one month to the next.
- 2 **Agency Responsibilities.**
  - 2.1 **Access.** Agency will create an account for Axon within Agency's Axon Evidence tenant. Agency must provision Axon to have only permission to view and redact videos identified for redaction. Upon completion of work or on a periodic basis in alignment with Agency's policy, Agency must manage or disable Axon's access within Agency's Axon Evidence tenant.
  - 2.2 **Policy.** Agency is responsible for providing Axon Agency's standard policy regarding redaction ("**Redaction Policy**"). The Redaction Policy should identify typical objects and audio that need to be redacted from video. Axon will redact videos per the Redaction Policy unless otherwise instructed in writing.
- 3 **Submission.** Agency will identify video for redaction and will submit requests to redactionservices@axon.com. Axon will redact the video according to the Redaction Policy within 72 hours. The redaction will be performed using Axon Evidence's Redaction Studio.
- 4 **Security.** Axon will use CJIS certified employees to perform all redaction services. Axon employees will perform all redactions in a CJIS compliant room.
- 5 **Acceptance of Redacted Video.** Upon completing the redaction, Axon will assign the redacted video to Agency. Agency will review the video within 5 business days of receipt and notify Axon of any required changes. If changes are necessary, Axon will perform such changes within 48 hours of notification. In the event Agency does not notify Axon of any requested changes within 5 business days of receipt of the redacted video, Axon will deem the redacted video accepted by Agency.
- 6 **Changes.** Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.

## MOTOROLA SOLUTIONS WAVE WIRELESS SERVICES SUBSCRIPTION AGREEMENT

This Agreement is made on the \_\_\_\_ Day of \_\_\_\_\_ 201\_\_ between Motorola Solutions Inc., whose registered office is in Chicago, Illinois ("Motorola Solutions") and

\_\_\_\_\_, ("Customer") each of which is a "Party" and together the "Parties" to this "Agreement."

### BACKGROUND

Motorola Solutions is a provider of communications equipment and related communications services, and

The Customer wishes to purchase subscription services on a Motorola Solutions Push to Talk network ("PTT Services")

In return for up-front and monthly payments from the Customer as set forth in <https://waveoncloud.com/> Motorola Solutions is willing to provide those PTT Services, subject to the terms and conditions of this PTT Services Subscription Agreement ("Agreement").

### THE PARTIES THEREFORE AGREE AS FOLLOWS:

This Agreement sets forth the terms and conditions under which Motorola Solutions will provide and Customer will receive the PTT Services described.

#### 1. Definitions

The following terms shall have the meaning set out below in relation to the Agreement:

"Agreement" means this PTT Subscription Agreement entered into between Motorola Solutions and the Customer including Schedule(s) and Appendices thereto, any Schedules included on <https://waveoncloud.com/> and any Change Requests and any Orders or Order Forms;

"Applicable Law" means all federal, state or local laws (including case law), legislation, regulations, statutes, statutory instruments, rules, regulations, edicts, by-laws or directions or guidance from government or governmental agencies which have the force of law from time to time;

"Catalogue" means the catalogue of Motorola Solutions LMR Equipment and Services, which the Customer may order on an ad hoc basis

"Charges" or "Service Charges" mean the charges payable by the Customer from time to time in accordance with this Agreement as set out in <https://waveoncloud.com/> ;

"Confidential Information" means all information which is secret or otherwise not publicly available (in both cases either in its entirety or in part) including commercial, financial, marketing or technical information, know-how, trade secrets or business methods, or Personal Data, in all cases whether disclosed orally or in writing before or after the date of this Agreement;

"Commencement Date" means the date that Customer starts receiving PTT Services;

"Customer Data" means all data, information, personal data and other material inputted by the Customer or the User into the Equipment or Software or transferred by the Equipment or Software;

"Customer Representative" means the person(s) nominated by the Customer and notified to Motorola Solutions in writing who shall be the single point of contact for the purpose of communications between Motorola Solutions and the Customer regarding incidents and service-related issues;

"Customer Responsibilities" means those matters for which the Customer is responsible for providing or complying with as set out at section titled Customer's Obligations;

"Day" means a calendar day commencing at 00.00 hours on that day and ending at 00.00 hours on the following calendar day;

"Defect" means any deficiency in equipment or software that renders it unable to perform the functions or to provide the facilities or to meet the performance standards as set out in its specification, or otherwise



renders it non-compliant with this Agreement. "Defect" shall not include equipment that has been damaged as result of improper use;

"Documentation" means any description of the Software and all technical specifications, user manuals, operating manuals, process definitions and procedures relating thereto;

"Effective Date" means the date this Agreement is signed by both parties;

"Equipment" means any radio or telephone device, any infrastructure element or equipment, any accessory, and any part or portion of such products, including software and other intangible elements, that are furnished by Motorola Solutions or an authorized agent, and that are used in any fashion in transmitting, providing or receiving PTT Services under this Agreement.

"Intellectual Property Rights" means patents, trademarks, trade names and service marks, present and future copyrights (including software), topography rights, database rights, and design rights, moral rights, trade secrets and rights of confidence, know-how and all rights or forms of protection of a similar nature or having similar effect to any of them which may subsist anywhere in the world whether or not any of them is registered and including applications for registration for any of them;

"Invoice Date" means the dates on which Motorola Solutions may issue invoices to the Customer.

"Minimum Period" means the minimum term available to the Customer for the PTT Service chosen, as set out in <https://waveoncloud.com/>, and shall normally be 2 years unless otherwise agreed between the Parties in writing;

"Order" or "Order Form" means an order on Motorola Solutions' Order Form for Devices Equipment or Services available from Motorola Solutions;

"Response Time" means the time taken for Motorola Solutions to respond to the Customer following receipt of an incident or fault notification;

"Service(s)" means any and all service(s), including PTT Services and LMR Services, to be supplied by Motorola Solutions to the Customer, as set forth in the Customer's Order Form and as available at <https://waveoncloud.com/Signup/Pricing>;

"Software" means the object and / or source code of applications owned or licensed by Motorola Solutions supplied as part of the PTT Services or LMR Services, or as otherwise made available;

"Support Services" means the support and maintenance services to be provided by Motorola Solutions;

"Termination Date" means the date on which the Services are terminated by either party in accordance with the terms of this Agreement;

"Third Party Software" means a software platform provided by a third party for the provision of the PTT Services;

"Trade Mark" means Motorola's registered and unregistered trademarks, logos and other branding;

"User" means the Customers' employees or other operatives authorized by the Customer to use the Equipment or the PTT Services;

"Underlying Provider" means the provider that is providing underlying LTE service for the system;

"Working Days" means any day which is not a Saturday, Sunday or holiday in the United States, and

"Working Hours" means between the hours of 09.00 – 17.00 on any Working Day.

## 2. ACCEPTANCE.

All sales to Customer of PTT Service, LMR Services, and any Equipment and wireless telecommunications services, data services and software are made under the terms and conditions herein. Customer's placement of an order, pursuant to this Agreement, or acceptance of or payment for Equipment or Services under this Agreement will constitute acceptance of these terms. If Customer purchases certain applications, features or software, Customer may be subject to and required to agree to additional terms, including but not limited to Motorola Solutions terms of use for such products.

## 3. SERVICES.

In exchange for payment by the Customer of the monthly fees set forth at <https://waveoncloud.com/Signup/Pricing>, Motorola Solutions will provide PTT Services to Customer. Motorola Solutions will provide Customer with these PTT Services to use on the Equipment for the plan,



features and data as specified on the Order Form, as further detailed on Motorola Solutions' web site. Customer acknowledges that the unavailability of coverage is normal and expected in some circumstances, particularly in rural areas, and that at times of high usage concentrated in particular locations, access to the network may also be delayed in such locations. Some PTT Services may not be available or may operate differently in certain markets.

Motorola Solutions may for operational or legislative reasons make minor changes to the codes or the numbers used by it for the provision of the PTT Services, or the technical specification of the PTT Services, provided that any change to the technical specification does not materially affect the performance of the Services.

**4. NO RELATIONSHIP WITH UNDERLYING SERVICE PROVIDER and LIABILITY DISCLAIMER**  
The Underlying Provider, shall have no liability whatsoever for Customer's losses, claims or damages for any case whatsoever, including but not limited to any failure or disruption of PTT Services provided under this Agreement, regardless of the form of action, whether in contract, tort or otherwise.

CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT IT HAS NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH THE UNDERLYING WIRELESS SERVICE PROVIDER OR ITS AFFILIATES OR CONTRACTORS AND THAT CUSTOMER IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN MOTOROLA SOLUTIONS AND THE UNDERLYING CARRIER. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT THE UNDERLYING CARRIER AND ITS AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO CUSTOMER AND CUSTOMER HEREBY WAIVES ANY AND ALL CLAIMS OR DEMANDS THEREFOR.

#### **5. EQUIPMENT.**

If Customer purchases or leases Devices or other PTT related Equipment from Motorola Solutions, Customer will pay the cost shown for such Equipment described at <https://waveoncloud.com/Signup/Pricing> plus shipping and any applicable tax.

#### **6. MOTOROLA SOLUTIONS' OBLIGATIONS**

Motorola Solutions undertakes that:

It will use suitably skilled and appropriately experienced personnel to provide the Services;

Its obligations under this Agreement including, without limitation, the Services will be performed with reasonable skill and care and in accordance with:

i) the Documentation;

ii) Good Industry Practice; and

iii) In compliance with all Applicable Laws.

iv) This undertaking shall not apply to the extent of any non-conformance of the Services which is caused by use of the PTT Services or hardware or software contrary to Motorola Solutions' instructions or caused by any party other than Motorola Solutions or Motorola Solutions' duly authorized agents. If the Services do not conform to the foregoing undertaking, Motorola Solutions will, at its expense, use all reasonable commercial endeavors to correct any such non-conformance promptly, or endeavor to provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking or services provided under this Agreement. Notwithstanding the foregoing, Motorola Solutions does not warrant that the Customer's use of the System, Hardware, Software or Services will be uninterrupted or error-free.

v) This Agreement shall not prevent Motorola Solutions from entering into similar agreements with third

parties, or from independently developing, using, selling or licensing materials, products or services which are similar to those provided under this Agreement.

vi) Motorola Solutions shall keep the Documentation and any other embedded documents updated and may make such changes as it may reasonably consider necessary to such documents.

#### 7. CUSTOMER'S OBLIGATIONS

The Customer shall:

- i) provide Motorola Solutions with all necessary cooperation in relation to this Agreement; and all necessary access to such information as may be required by Motorola Solutions in order to render the Services,
- ii) comply with all applicable laws and regulations with respect to its activities under this Agreement; and
- iii) carry out all other Customer responsibilities set out in this Agreement or in any Attachments or Schedules in a timely and efficient manner.

In the event that there is a delay to any implementation dates or any other dates agreed by the parties and such delay is, in Motorola Solutions' reasonable opinion, caused primarily by the Customer's acts or omissions, the Customer shall pay any charges that would have been properly due and payable to Motorola Solutions on achieving the agreed implementation dates but for such delays. If, in the reasonable opinion of Motorola Solutions, Motorola Solutions has contributed to such delays, then without prejudice to any other rights or remedies of either party, the parties shall enter into good faith negotiations to agree the proportion of charges to be paid by the Customer to Motorola Solutions, provided always that if the parties are unable to agree the proportion of charges within 5 working days, Motorola Solutions shall, acting reasonably and at its sole discretion, determine such charges.

#### 8. PAYMENTS AND COLLECTION.

Customer will pay Motorola Solutions all amounts due under the Agreement (including, without limitation amounts due for any PTT Service, Equipment, and any other charges) by the payment due date established by this Agreement, or by any related invoice. The Customer shall pay the Charges invoiced without any set-off, deductions or withholding whatsoever. If the Customer requires any additional services to be performed outside the Working Hours, Motorola Solutions may charge the Customer amounts in addition to the Charges. The Customer shall pay all invoiced amounts properly due.

Customer will pay Motorola Solutions for any expenses Motorola Solutions incurs in collecting amounts due under this Agreement, including without limitation, court costs and attorneys' fees. Motorola Solutions and Motorola Solutions agents may contact Customer's address, email, PTT number, and any other phone/cell phone number provided to Motorola Solutions to contact Customer about Customer's account status or as otherwise permitted by law, including but not limited to, collecting amounts due, and using prerecorded or live calls, emails, and calls or messages delivered by an automatic telephone dialer system.

Customer will pay any federal, state, or local transactional taxes, fees or surcharges based on the place of primary use set forth in the Order Form, including, without limitation, universal service fees, 911 surcharges, sales, mobile communications service taxes, activation fees, regulatory cost recovery fees and gross receipts taxes.

If Customer believes any invoice is incorrect, Customer must notify Motorola Solutions in writing concerning Customer's dispute within 14 days from the date of the first invoice containing Customer's dispute or waive Customer's right to that dispute. If Motorola Solutions agrees with Customer's position, Motorola Solutions will credit Customer's account or, if Customer's account is ended, send Customer a check.

#### 9. TERM/TERMINATION.

This Agreement shall come into force on the Effective Date and shall continue in force for the Minimum Period and shall continue thereafter unless or until either Party serves notice of termination. After the end of the Minimum Period, the Agreement will renew for successive one-month terms unless either Motorola Solutions or Customer terminate this Agreement as provided herein. Either Customer or Motorola Solutions may terminate this Agreement upon the expiration of the Minimum Period or any renewal by providing the other with 30 days advance written notice. If the Agreement is terminated, Customer will pay all charges owing under the Agreement within 10 days of the payment due date.

#### Termination For Breach

Either Party may terminate this Agreement:

- i) immediately on notice if the other party commits a material breach of its obligations under this Agreement which is capable of remedy and fails to remedy such breach or persists in it after thirty (30) days of a written notice requiring it to remedy or desist; or
- ii) immediately on notice if the other party commits a material breach of the Agreement which cannot be remedied; or
- iii) on thirty (30) days' notice if the other party is repeatedly in breach of the Agreement and the overall effect of the breach is material and fails to remedy the breach(es) within thirty (30) days of a written notice to do so; or
- iv) immediately on notice if the other party is the subject of a bankruptcy order, or becomes insolvent, or makes any arrangement or composition with or assignment for the benefit of their creditors, or goes into voluntary (otherwise than for reconstruction or amalgamation) or compulsory liquidation, or a receiver or administrator is appointed over their assets, or if the equivalent of any such events under the laws of any of the relevant jurisdictions occurs to the other party.
- v) Any failure by the Customer to comply with any of its obligations in the Section titled Customer Responsibilities shall be deemed a material breach of this Agreement. If any of the events detailed in such Section occur and the Customer is the defaulting party, Motorola Solutions may, on giving prior notice where practicable, suspend the Service without prejudice to its right to terminate the Agreement. vi) Where the Service is suspended under this Section: the Customer must pay any Charges due for the Service until this Agreement is terminated; and/or Motorola Solutions shall be entitled to charge the Customer its reasonable costs in restoring the Services following any such period of suspension.
- vii) If any party delays in acting upon a breach, that delay will not be regarded as a waiver of that breach. If either party waives a breach of this Agreement, that waiver is limited to that particular breach and shall not prevent the subsequent enforcement of that provision. Any waiver of any breach of this Agreement must be in writing to be effective.
- viii) If the Agreement is terminated by Motorola Solutions for breach during the Minimum Period then the Customer must pay Motorola Solutions, without prejudice to any other rights Motorola Solutions may have, the relevant Termination Charges.

#### Termination By Notice

Unless otherwise agreed in writing between the Parties, the Customer may terminate the Agreement at any time by giving one (1) month prior written notice, subject to the payment of any Termination Charges.

Motorola Solutions may terminate the Agreement at any time by giving 60 days prior written notice, such notice not to expire before the end of the Minimum Period provided always that Motorola Solutions may terminate the Agreement at any time before the end of the Minimum Period if the events in the Section titled Termination for Breach occur.

The termination of this Agreement or of any of the Services shall be without prejudice to the rights and remedies of either party that may have accrued up to the date of termination.

## 10. Consequences of Termination

### EARLY CANCELLATION

If Customer cancels or otherwise terminates an annual service agreement prior to the end of the Minimum Period, which is currently 2 years, Customer shall pay the following charges for each line:

Cancellation from Day 1 to Day 365: Customer will owe the full MSRP of the device for each line cancelled, as set forth the pricing document. The MSRP is currently \$350.00

Cancellation from Day 366 to Day 730: Customer will owe 50% of the MSRP of the device for each line cancelled, as set forth in the pricing document. Customer will owe \$175.00

On the expiry or termination of this Agreement and any Order Form for any reason whatsoever: The relationship of the Parties shall cease to the extent of the Service being provided under this Agreement or any Order Form and any rights or licences granted under or pursuant to this Agreement or any Order Form shall cease to have effect save as (and to the extent) expressly provided for in this Section.

All Sections intended by their nature to continue in effect, shall continue in full force and effect; Upon termination of the Agreement, each party shall promptly return to the other or dispose of in accordance with the other's instructions all of the other party's Confidential Information, Data, other data or documents, together with all copies of the same and certify it has done so and it shall make no further use of such Confidential Information, Data, other data or documents; and Motorola Solutions shall within thirty (30) days of the expiry or termination of this Agreement submit its final invoice to the Customer (including any Termination Charges) setting out the total amounts due to Motorola Solutions pursuant to this Agreement, and the Customer shall pay the same no later than the end of the month following the month in which the invoice was issued by Motorola Solutions.

### 11. DEFAULT.

The occurrence of any of the following events constitutes default under the Agreement: (i) Customer's failure to pay when due any amount payable under this Agreement; (ii) the sale, lease or transfer of PTT Services without Motorola Solutions' prior written consent; (iii) any statement provided by Customer or someone on Customer's behalf that is false or misleading; (iv) use of Equipment, Services or the underlying system in a manner that affects Motorola Solutions' service or operations, is not within the permitted usage allowance, is not within the system, or is not approved by Motorola Solutions; (v) any breach of Customer's obligations under any installment payment agreements with Motorola Solutions, or (vi) any other breach of Customer's obligations under the Agreement. Upon the occurrence of any default, Motorola Solutions may immediately disconnect any PTT Service and pursue any additional legal remedies.

### 12. E-911 / EMERGENCY SERVICES.

NO EMERGENCY SERVICES ACCESS IS PROVIDED OR CONTEMPLATED UNDER THIS AGREEMENT OR UNDER THE SERVICES ASSOCIATED WITH THIS AGREEMENT. THE SYSTEM AND ASSOCIATED PTT SERVICES DO NOT SUPPORT E911 OR 911 DIALING.

### 13. PRIVACY and DATA COLLECTION.

To provide optimal PTT Services, and in accordance with applicable laws, rules and regulations, Motorola Solutions may use and disclose for system diagnostics, operational and other purposes,

information about Users, including, but not limited to, User's usage, name, employer, password, street address, telephone number, email and location. Of this information, Motorola Solutions will obtain and possess certain usage-related Proprietary Network information of "CPNI". Under federal law, Users have the right and Motorola Solutions has the duty, to protect the confidentiality of Customer's CPNI (as defined by applicable law), which Motorola Solutions will protect in accordance with all applicable laws, rules and regulations and Motorola Solutions' policies. Customer acknowledges and agrees that Motorola Solutions may be obligated to disclose User information pursuant to court order or as otherwise required by law. If Motorola Solutions is required by law or similar process to disclose User information, Motorola Solutions may (to the extent legally permissible) provide Customer with written notice of such request or requirement so that Customer may seek an appropriate protective order. In addition, and more generally, Motorola Solutions may collect and protect certain information during (and about) Customer's use of the PTT Services in accordance with Motorola Solutions Privacy Policy.

THE UNDERLYING NETWORK PROVIDER MAY HAVE ADDITIONAL POLICIES REGARDING PRIVACY FOR USERS OF ITS NETWORK.

MSI will capture the following service statistics in a log file: 1) Battery level; 2) Cellular signal strength; 3) Wi-Fi signal strength; 4) GPS coordinates - these are transmitted back to Wave OnCloud server.

In order to continually innovate and improve TLK 100 device/service, MSI may collect additional diagnostics/logs associated with the operation of the software and hardware

Motorola Solutions' collection and use of personally identifiable information about you is subject to our Privacy Statement. For more information, a link to our full privacy statement will be provided to you.

Motorola Solutions cannot ensure that communications on the PTT Network are protected from unauthorized access or other intrusions or data breaches. If Motorola Solutions is made aware by the Underlying Network Provider of a privacy breach, Motorola Solutions will notify Customer and work with Customer and Underlying Network Provider to mitigate the impact of any such breach.

#### 14. CUSTOMER COVENANTS.

Customer will use the PTT Services and related Equipment only in the manner for which each was designed and not for any unlawful, fraudulent, abusive or unethical purpose, and within Customer's permissible usage allowance, all strictly in accordance with Motorola Solutions' Acceptable Use Policy. Customer will use only Equipment that is fully compatible with the PTT Services and system. If Customer is an institutional customer, Customer must instruct Customer's employees in the use of Equipment and PTT Services. Motorola Solutions may terminate the Agreement if Motorola Solutions believes that Customer is in violation any applicable law or engaging in any fraudulent, abusive or unethical behavior. All intellectual property rights remain with Motorola Solutions or the developer and Customer will not (nor will Customer permit any other person to) modify, disclose, reproduce or reverse engineer any portion of software. Any applications, software and content that are loaded on Customer's Equipment by non-representatives or by Customer are done so at Customer's own risk. Neither Motorola Solutions nor Underlying Network Provider are responsible for (or have any liability whatsoever arising from or in connection with) any third party information, content, application, or services that Customer or Users access, download or use on Equipment or otherwise use with the Services.

The Customer shall not use the PTT Services in any way that does not comply with: the terms of any Applicable Law; and/or any instruction given by Motorola Solutions in relation to regulatory, health and safety matters; and/or any other instruction given reasonably by Motorola Solutions or by any other competent governmental or regulatory authority in relation to this Agreement from time to time.



Customer may not use the Equipment or PTT Service for any "mission critical" function, defined as any use for public safety or life-saving purposes, including police, fire, ambulance and other other similar mission critical function.

#### 15. BRING CUSTOMER'S OWN DEVICE.

At this time the only devices authorized on the System shall be the TLK100 provided by Motorola Solutions or authorized dealers of Motorola Solutions.

#### 16. WARRANTIES

Motorola Solutions warrants that the Equipment it provides to Customer will not have any material Defects for the Minimum Period. Motorola Solutions does not warrant Defects that are caused by or result from: Customer action over and above normal wear and tear; or any changes to the Software (required to operate the Device) or configuration effected by the Customer, User or a third party; and Customer or User misuse including where the Customer or User fails to use the Equipment in accordance with Motorola Solutions' usage requirements; incorrect environmental conditions including where the Customer or User fails to maintain the temperature and humidity levels in accordance with manufacturer or Motorola Solutions instructions; electrical surges or failures; lightning damage; electromagnetic interference; any other accidental or deliberate damage; and any services and/or products supplied by a third party and not under this Agreement.

Where Motorola Solutions is in breach of this warranty and the Customer has notified Motorola Solutions, Motorola Solutions will, at its discretion, repair or replace any Equipment or any element of any Equipment to correct any Defects during the Minimum Period. No warranty shall extend beyond the Minimum Period.

**NO GUARANTEE OF FUNCTIONALITY.** Customer acknowledges that functionality of the PTT Service is dependent on many elements beyond Motorola Solutions' control. Therefore, Motorola Solutions does not warrant or guarantee availability or the PTT System, or any minimum level of coverage or connectivity. Interruption or interference with the PTT Services may periodically occur. Motorola Solutions does not provide any assurance or guarantee of coverage. Coverage may not be available or reliable in any geographic area or location. Customer agrees not to represent to any third party that Motorola has provided such guarantee.

**DISCLAIMER OF OTHER WARRANTIES.** THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT, SOFTWARE, SUBSCRIPTIONS, AND SERVICES PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA SOLUTIONS DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

#### 17. Limitation of liability

Nothing shall exclude or limit the liability of either party for: death or personal injury caused by its negligence; or fraud or fraudulent misrepresentation; or any other liability that may not be excluded or limited by law.

Nothing shall exclude or limit the liability of the Customer in respect of any indemnities given in this Agreement and in respect of any breach of Section titled Intellectual Property Rights.

Subject to the above, the maximum aggregate liability of Motorola Solutions to the Customer under this Agreement in relation to all claims made in any one calendar year for all losses, damages, costs, claims or

expenses suffered by the other arising out of or in connection with any breach of this Agreement or any tort (including negligence or breach of statutory duty) or breach of contract or misrepresentation or otherwise in connection with such party's obligations under this Agreement, shall under no circumstances exceed the total amount paid for the applicable PTT Services in the relevant calendar year in which the claim or claims are made.

Motorola Solutions shall not be liable to the Customer, whether under the terms of this Agreement, in tort (including negligence) or breach of statutory duty or contract or misrepresentation or otherwise for any of the following losses or damage (whether such losses or damage were foreseen, foreseeable, known or otherwise): loss of revenue; loss of profits; loss of business; loss of anticipated savings; or loss of data; in each case whether direct or indirect, special or consequential loss or damage, howsoever arising.

#### 18. Customer Indemnity

The Customer shall indemnify Motorola Solutions in full and on demand against all claims, demands, actions, proceedings, damages, losses, costs and expenses (including legal and other professional adviser's fee and fines imposed) whether direct or indirect, incurred in relation to: any claims or legal proceedings that are brought or threatened against Motorola Solutions by any third party arising from the Customer's or User's usage of the Services, where such usage is not in accordance with the terms of the Agreement or any Applicable Law;

#### 19. Matters outside either party's control

If any party is unable to perform any obligation under this Agreement because of a matter beyond that party's reasonable control (the "Affected Party"), such as lightning, flood, exceptionally severe weather, fire, explosion, acts of God, war, civil disorder, acts of terrorism, freight embargo, industrial disputes (whether or not involving that party's employees) or acts of local or central government or other competent authorities, or events beyond the reasonable control of that party's suppliers, the Affected Party shall have no liability to the other for that failure to perform except that the Customer always has a duty to pay all Charges due and owing.

Motorola Solutions will have no liability to the Customer for failure to supply the PTT Services in the event of Motorola Solutions being prevented by restrictions of a legal, common law or regulatory nature from supplying the PTT Services. If any of the events detailed in this Section continue unbroken for more than three (3) months, the other party may serve notice on the Affected Party terminating this Agreement or the affected PTT Service, without liability by reason of such termination.

#### 20. Changes to this agreement

Changes to the Services and Charges. Motorola Solutions reserves the right to change the Services from time to time, provided that: such changes to the Services (which may include the withdrawal of some Services or part of the Service and their replacement with new Services or parts of the Service) are part of on-going product development. Motorola Solutions reserves the right to change the fees and other charges for PTT Services and related Equipment upon 60 days prior notice to the Customer.

Changes Required by Law. Where a change in Applicable Law requires a change to the PTT Services, Devices or other Equipment, nothing shall prevent Motorola Solutions from implementing such a change provided that: (1) Motorola Solutions gives the Customer reasonable notice of the change; or (2) If the change materially affects the performance or functionality of the Services or Equipment, Motorola Solutions shall provide a suitable replacement or workaround in relation to the change.

#### 21. Confidentiality

The Parties will keep in confidence any Confidential Information (whether written or oral) obtained pursuant to this Agreement and shall not, without the written consent of the other party, disclose such Confidential Information to any person (other than their employees or professional advisers, or in the case of Motorola Solutions the employees of any Motorola Solutions subsidiary company or their suppliers, who need to know the information or in the case of the Customer the Users where they need to know the information and are under obligations of confidentiality equivalent to those in this Agreement).

This Section shall not apply to: any information that has been published other than through a breach of the Agreement; information lawfully in the possession of the recipient before the disclosure under the applicable Schedule to this Agreement took place; information obtained from a third party who was free to disclose it; and information that a party is required to disclose by law, provided that prior to such disclosure, to the extent permitted by law, the other party is consulted as to the proposed form, nature and purpose of the disclosure.

The obligations of confidentiality contained in this section will remain in effect for two (2) years after the termination of this Agreement.

The Customer acknowledges that Motorola Solutions may be contractually or legally obliged to disclose the identity of a User of the Motorola Solutions network or PTT Services from time to time, and agrees that for the avoidance of doubt such disclosure shall not constitute a breach of the confidentiality obligations under this Section.

## 22. Intellectual Property Rights

IPR In Software/Services: Unless expressly specified otherwise in this Agreement, the Customer shall not acquire title to:

- i) any Intellectual Property Rights in the Services or associated with the provision of the Services;
- ii) Motorola Solutions' Confidential Information and any other documents, assets, designs, software or data supplied by Motorola Solutions as part of the Services; nor
- any third party Intellectual Property Rights used in the provision and performance of the Services.
- iii) Motorola Solutions grants to the Customer for the duration of this Agreement a non-exclusive, non-transferable license to use the Documentation, together with any software provided pursuant to the Services, to the extent that it is able to do so and is necessary to enable the Customer to use the PTT Services. Customer shall not, without Motorola Solutions' prior written consent, copy, decompile or modify the software, nor copy any Documentation (except as permitted by law). The Customer shall sign any agreement reasonably required by the owner of the copyright in the software or any part of the Documentation to protect the owner's interest in that software and/or Documentation.

IPR Indemnity. Each party hereby indemnifies the other, its employees, sub-contractors and agents in full and on demand and keeps them so indemnified against all claims, demands, actions, proceedings and all direct and indirect damages, losses, costs and expenses (including without limitation legal and other professional advisers' fees) and any consequential loss made against or incurred or suffered by any of them and whether wholly or in part resulting directly or indirectly from any claim by a third party that the provision by Motorola Solutions or use by the Customer or its Users of the PTT Services or the use by Motorola Solutions of the Customer's Intellectual Property Rights in connection with the performance of the Services, or [Customer's use of third party technologies in connection with PTT Services,] infringes the Intellectual Property Rights of any third party. Each party undertakes, if a claim, demand or action is made or threatened which may reasonably be considered likely to give rise to a liability under this indemnity (a "Claim"), then the indemnified party shall as the case may be: notify the indemnifying party of such a claim, demand or action in writing within 5 Working Days of the earlier of it first being made or threatened or, if not reasonably practicable to do so, then as soon as reasonably practicable thereafter, specifying the nature of the Claim in reasonable detail; give the indemnifying party promptly all

reasonable co-operation, assistance and information which may be relevant to the claim, demand or action; and not admit, defend, compromise, negotiate or settle the claim or action without the consent of the indemnifying party (such consent not to be unreasonably withheld) in writing. Nothing shall restrict or limit either Party's general obligation at law to mitigate a loss that it may incur as a result of a matter giving rise to a Claim.

#### 23. Assignment

Neither party may assign, sub-contract, novate, transfer or otherwise dispose of any of its rights or obligations under this Agreement, without the written consent of the other, such consent not to be unreasonably withheld or delayed, except that:

Motorola Solutions may transfer its rights or obligations (or both) to a Motorola Solutions subsidiary without consent and Motorola Solutions may sub-contract to any third party such obligations as it deems necessary to perform one or more parts of the Service; and

The Customer may transfer its rights or obligations (or both) to a Customer subsidiary.

#### 24. Entire Agreement and third Parties

This Agreement together with the relevant Order Form(s) comprises the entire agreement between the Parties related to its subject matter and supersedes all previous written or oral agreements relating to its subject matter.

The Parties acknowledge and agree that this Agreement has not been entered into wholly or partly in reliance on, nor has either party been given, any warranty, statement, promise or representation by the other or on its behalf, other than as expressly set out in this Agreement.

Each party agrees that the only rights and remedies available to it arising out of or in connection with any warranties, statements, promises or representations will be for breach of contract and irrevocably and unconditionally waives any right it may have to any claim, rights or remedies including any right to rescind this Agreement which it might otherwise have had in relation to them.

All warranties, conditions, terms and representations not set out in this Agreement whether implied by statute or otherwise are excluded to the extent permitted by law.

Nothing above will exclude any liability in respect of misrepresentations made fraudulently.

Any person who is not party to this Agreement has no rights under the Contracts to enforce any term of this Agreement.

#### 25. Notices

Notices under this Agreement shall be in writing to (for the Customer) to the address or email specified and (for Motorola Solutions) the Motorola Solutions Representative, and may be delivered by hand or by courier, or sent by first class post and, if posted shall be deemed to have been received two (2) Working Days following the date of posting.

#### 26. Dispute Resolution

Either party may call a meeting of the Parties by service of not less than thirty (30) days written notice to resolve any disputes or disagreements relating to this Agreement or any Order form and each party agrees to procure that its authorised representatives shall attend all such meetings. The authorised representatives and others attending the meeting shall use all reasonable endeavours to resolve disputes arising out of this Agreement.

If the Parties fail to resolve the dispute in the allotted time, the Parties may within that period on the written request of both Parties ("the ADR Request") agree in writing to enter into an Alternative Dispute Resolution Procedure with the assistance of a mediator agreed by the Parties.

Recourse to this Dispute Resolution Procedure shall be binding on the Parties as to submission to the mediation but not as to its outcome. Accordingly all negotiations connected with the dispute shall be conducted in strict confidence and without prejudice to the rights of the Parties in any future legal proceedings. Except for any party's right to seek interlocutory relief in the courts, no party may commence other legal proceedings under the jurisdiction of the courts or any other form of arbitration until fifteen (15) days after the Parties have failed to reach a binding settlement by mediation.

If, with the assistance of the mediator, the Parties reach a settlement, such settlement shall be reduced to writing and, once signed by a duly authorised representative of each of the Parties, shall remain binding on the Parties.

The Parties shall bear their own legal costs of this Dispute Resolution Procedure, but the costs and expenses of mediation shall be borne by the Parties equally.

#### 27. Severability and variation

If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of its provisions will continue in full force and effect as if this Agreement had been executed with the invalid, illegal or unenforceable provision omitted.

#### 28. Further Assurances

Both Parties shall at their own expense promptly:

execute all documents and do all acts and things reasonably required by the other party to give effect to the terms of this Agreement; and

within such time limits as are reasonable in the circumstances provide all accurate information, documentation and assistance reasonably requested by the other party to enable that other party to fulfil its obligations hereunder.

In performing the Services, Motorola Solutions shall operate as, and have the standing of, an independent contractor.

#### 29. [Intentionally deleted -- Reserve]

#### 30. Counterparts

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement, but all the counterparts shall together constitute the same Agreement. No counterpart shall be effective until each party has executed at least one counterpart.

#### 31. Governing Law and Jurisdiction

This Agreement and all disputes arising out of or in connection with this Agreement whether in contract, tort (including negligence), breach of statutory duty or otherwise shall be governed by the laws of the state of Illinois.

Subject to first complying with Dispute Resolution, the parties submit to the exclusive jurisdiction of the courts of Illinois to settle any dispute arising out of or in connection with this Agreement whether in contract, tort (including negligence), breach of statutory duty or otherwise.

Signed by Customer on the date of this Agreement

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_

Email \_\_\_\_\_

Phone No: \_\_\_\_\_

Date \_\_\_\_\_



**AMENDMENT NO. 3 TO  
A CONTRACT TO PROVIDE  
FOREST HEIGHTS TRASH REMOVAL SERVICES  
BETWEEN  
THE TOWN OF FOREST HEIGHTS, MARYLAND  
AND  
THE GOODE COMPANIES, INC.**

WHEREAS, the Contractor, The Goode Companies, Inc. and the Town of Forest Heights have previously entered into an agreement to provide Trash Removal Services executed on June 16, 2011 pursuant to Bid No. FH12-01 for a term of seven (7) years commencing on July 1, 2011 (the "Contract"); and

WHEREAS Section 11.3 of said Contract states that the original agreement contains the entire understanding of the parties relating to the subject matter thereof superseding all prior communications between the parties whether oral or written, and that the Contract may not be altered, amended, modified or otherwise changed nor may any of the terms thereof be waived, except by a written instrument executed by both parties; and

WHEREAS, in August 2011, the parties desired to change the schedule found in Section 4.3 of the Agreement to allow bulk service on Thursdays instead of Wednesdays and; therefore, the parties entered into Amendment No. 1 of the aforementioned Contract; and

WHEREAS, the Contract was previously scheduled to expire or terminate on the 30th day of June 2018; however, the parties extended the term of the Contract for a period of two years or until the 30th day of June 2020 according to certain modified terms and conditions that changed the initial Contract as stated in Amendment No. 2; and

WHEREAS, if the Town agrees to an increase of 2-3% in 2021 (2nd year of extension), the Contractor proposes to extend the contract with the Town for an additional two years and provide once a week solid waste collection for approximately 935 homes on Monday, once a week yard waste collection on Monday, and once a week bulk collection on Thursday with a limit of three items per home at the new rate of \$16.75 per unit, which will result in a new monthly total charged to the Town of \$15,661.25; and

WHEREAS, the Contractor further proposes that it will continue to service the Open Top, Roll-off Container placed at 5508 Arapahoe Drive at a cost of \$385 per pull, and the Contractor offers to provide two free dumpster pulls per year; and

WHEREAS, the original 2011 Contract, as amended, shall remain in effect and continue to be binding on the parties hereto subject to the below amendments.

NOW THEREFORE, in consideration of the promises of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by

each party, The Town of Forest Heights and The Goode Companies, Inc. do hereby agree as follows: The use of ellipses below indicates effective language found in the original contract, as previously amended, but not reprinted or changed hereinbelow. The above stated recitals shall be incorporated by reference herein and the relevant terms and provisions of the initial Contract, as amended, shall be changed and amended to read as follows:

#### ARTICLE 1 - CONTRACT DURATION

1.1. The parties agree that this Contract shall have an additional term of two (2) years in addition to the original term, as amended.

1.2. The parties agree that this Contract and the performance stated therein shall have commenced on the 1st day of July 2011 and shall end on the 30th day of June 2022.

#### ARTICLE 2 - CONTRACT PRICES, PAYMENT TERMS AND CUSTOMER SERVICE

2.1 The Town and the Contractor agree that the monthly basic cost per single family home or dwelling unit shall be \$16.75 per month to service each of the Town's approximately 935 dwelling units for a total monthly cost of approximately \$15,661.25, and an annual cost of approximately \$187,935.00, plus the open top (roll-off) service that the Contractor agrees to provide as indicated below. The total annual expenditure from the Town to the Contractor shall be between \$168,768.60 to \$169,923.60, depending on the exact number of open top pulls requested by the Town. Payment shall be made monthly by the Town upon invoice to the Contractor located at 6305 Ivy Lane, Suite 720, Greenbelt, Maryland 20770 for all residential homeowners receiving said service.

...

2.5 Except as otherwise stated herein, the basic cost established by this Article shall remain fixed and certain for the initial three (3) years of this Contract. After the initial three-year period, the Contractor may increase the basic cost per home by no more than three (3) percent annually for each of the remaining four (4) years of this Contract. Unless otherwise approved by the Town, said basic rate may be raised only one time each year during the first quarter of the Town's fiscal year. The estimated total consideration for the full [initial] 7-year term of this Contract shall be \$1,066,012, which includes said permitted 3% annual increases after the initial three-year period. The Contract, as amended, may increase in the monthly unit price by 2-3% on July 1, 2021.

...

2.8 The Contractor agrees to provide a roll-off, open-top dumpster service approximately each month (i.e., 12 months per year) to be located at the Municipal Building. The rate of the open top service is \$385/pull and the Town averages 12-15 pulls annually, which would make the Town's annual open-top dumpster cost expenditure to be in the range of \$4,620.00-\$5,775.00. The Contractor further agrees to give the Town two (2) free dumpster pulls per year under this Section.

...

4.3 The collection schedule shall be as follows:

Trash – Once a week – Mondays

Yard Waste – Once a week – Mondays

Bulk Service – Once a week (non-metal, three (3) items per unit limit) – Thursdays

Holiday Service – If a collection service day falls on a Town designated holiday (i.e., Monday) as found in Section 2.6 of the Town Code, service under this Contract shall occur the following week day (i.e., Tuesday)

...

7.1 Except as otherwise expressly stated herein, all notices or reports required or contemplated by this Contract shall be personally served or mailed (postage-prepaid and return receipt requested), addressed to the parties as follows, or as amended by the parties:

To Town: Mr. Linwood Robinson  
Town Administrator  
The Town of Forest Heights  
5508 Arapahoe Drive  
Forest Heights, Maryland 20745

To Contractor: Mr. Dale Lipscomb  
Vice President of Operations  
The Goode Companies, Inc.  
6305 Ivy Lane, Suite 720  
Greenbelt, Maryland 20770

...

11.11 In the event of any conflict or inconsistency between the provisions of this Contract and any amendments thereto, the provisions of the latest amendment will control.

...

IN WITNESS WHEREOF, this Contract Amendment No. 3 has been executed as of this \_\_\_\_ day of \_\_\_\_\_, 2020.

THE TOWN OF FOREST HEIGHTS

THE GOODE COMPANIES, INC.

By: \_\_\_\_\_ (SEAL)  
Habeb-Ullah Muhammad, Mayor

By: \_\_\_\_\_ (SEAL)  
Dale Lipscomb, Vice President, Operations

ATTEST: \_\_\_\_\_

ATTEST: \_\_\_\_\_

THE TOWN OF FOREST HEIGHTS  
RESOLUTION 33-20

**A RESOLUTION TO APPROVE AND SUPPORT THE RE-DESIGNATION OF AN  
ENTERPRISE ZONE PROGRAM AREA WITHIN THE CORPORATE LIMITS OF  
THE TOWN OF FOREST HEIGHTS**

Introduced By: Mayor Habeeb-Ullah Muhammad

**WHEREAS**, the Maryland Enterprise Zone Program was adopted in 1982 through State legislation which encourages job creation and investment in real property in economically distressed areas and now consists of 36 Enterprise Zones in 18 Counties and Baltimore City; and

**WHEREAS**, the County's Enterprise Zone Program is administered by the Prince George's County Economic Development Corporation and an Enterprise Zone is an area of a county, city or town in which state and local incentives are offered to encourage the expansion of existing businesses and the attraction of new business investment and jobs; and

**WHEREAS**, although some prior Enterprise Zone areas no longer qualify for re-designation, Enterprise Zone proposed re-certification areas and the application process was commenced last fall and requires an expression of consent in the form of resolutions from both the County Council and the city or town council of each affected municipality; and

**WHEREAS**, the eligibility criteria of an Enterprise Zone must satisfy at least one of the following: (i) an average rate of unemployment is at least 150 percent of the average rate of unemployment in Maryland, (ii) a low-income poverty area in which the proportion of families with less than poverty level incomes is at least 1.25 times the national proportion, (iii) a median family income (at least 70 percent of the families have incomes that are less than an amount equal to 80 percent) of the median family income within Prince George's County), or (iv) a 10 percent population decrease, and chronic abandonment or demolition of the property, or substantial property tax arrearages; and

**WHEREAS**, the Enterprise Zones in this county currently include 8,833.26 acres and the Focus Areas include 414.46 acres both of which are substantially located within the Beltway and were scheduled for expiration on 12/14/2019; and

**WHEREAS**, in Enterprise Zones, the benefits to applicants include a one-time tax credit of \$1,000 - \$6,000 per new worker, and a ten year real property tax credit on the value of a portion of real property improvements of which the credit is 80% for the first five years and decreases 10% annually thereafter to 30% in the 10th year; and

**WHEREAS**, in the Enterprise Zone Focus Areas, where economic distress is greater, an enhanced incentive package is available to stimulate economic development activity to include: (i) Real property tax credits of 10-years, with an 80 percent credit against local real property taxes on the value of a portion of real property improvements, but the credit does not decline in

THE TOWN OF FOREST HEIGHTS  
RESOLUTION 33-20

focus areas as it does with the standard benefit, (ii) Personal property tax credits including a 10-year, 80 percent credit against local personal property taxes on new investment in personal property within a focus area (Personal property tax credits are only available in focus areas), and (iii) Income tax credits of one or three year credit for wages paid to new employees, where the general credit is a one-time \$1,500 credit for each new qualified position (For economically disadvantaged employees, the credit increases to a total of \$9,000 per worker distributed over three years); and

**WHEREAS**, the Mayor and Council find that a State Enterprise Zone (located partially within the Town along Livingston Rd., Talbert Dr. and MD-210) and Focus Area (located near the Town at the Eastover Shopping Center) would provide state income, County and municipal real property, and County and municipal business personal property tax credits that could be instrumental in attracting new business investment to communities that have been targeted for revitalization, as depicted in Exhibits A, B, & C.

**NOW THEREFORE BE IT RESOLVED**, by the Mayor and the Town Council of the Town of Forrest Heights, that the Town hereby approves and supports the ten-year designation of the Enterprise Zone located within the corporate boundaries of the Town of Forest Heights.

**BE IT FURTHER RESOLVED**, that this Resolution shall take effect immediately upon passage.

PASSED this \_\_\_\_ day of June 2020.

**APPROVED:** By Resolution of the Town Council of The Town of Forest Heights, Maryland

ROLL CALL VOTE

YEA/NAY/ABSTAIN/ABSENT

MUHAMMAD

\_\_\_\_\_

KENNEDY II

\_\_\_\_\_

NOBLE

\_\_\_\_\_

BARNES

\_\_\_\_\_

HINES

\_\_\_\_\_

WASHINGTON

\_\_\_\_\_

ATKINSON

\_\_\_\_\_

ATTEST:

THE TOWN OF FOREST HEIGHTS,  
MARYLAND

THE TOWN OF FOREST HEIGHTS  
RESOLUTION 33-20

Sherletta Hawkins, Town Clerk

By: \_\_\_\_\_  
Mayor Habeeb-Ullah Muhammad, Mayor

By: \_\_\_\_\_  
Calvin Washington, Council President

CERTIFICATION

I, hereby certify, as the duly appointed Town Clerk of the Town of Forest Heights, Maryland, that on the \_\_\_\_ day of June 2020 with \_\_\_\_ Aye votes and \_\_\_\_ Nay votes the aforesaid Resolution \_\_-20 passed.

\_\_\_\_\_  
Sherletta Hawkins, Town Clerk

Exhibit A – PGAtlas Map of Enterprise Area in Red Hatch with Focus Area in Green

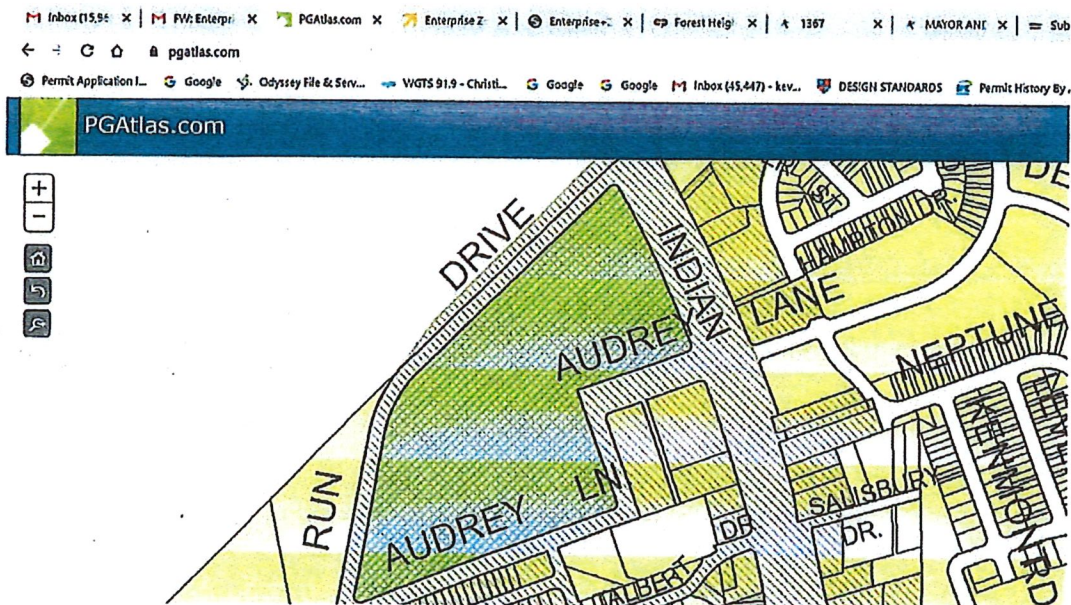
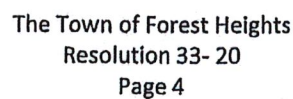
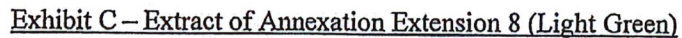




Exhibit B – Extract of Map of Enterprise Zone (Yellow) and Focus Areas (Red) (Map available at <https://www.pgcedc.com/enterprise-zone-program>)



THE TOWN OF FOREST HEIGHTS  
RESOLUTION 34-20

**A RESOLUTION TO APPROVE A CAPITAL PROJECTS GRANT AGREEMENT  
WITH THE STATE OF MARYLAND TO PROVIDE ADDITIONAL FUNDING FOR  
THE FOREST HEIGHTS SAFE ROUTES TO SCHOOL PROJECT (PHASE I) ALONG  
HURON DRIVE**

Introduced By: Mayor Habeeb-Ullah Muhammad

**WHEREAS**, on October 7, 2013, the Mayor and Council pursuant to Resolution 70-13 approved an engineering proposal by Pennoni Associates, Inc. ("Pennoni"), for design of the reconstruction of North Huron Drive, which included an allowance to subcontract with A.D. Marble & Company ("A.D. Marble") to prepare a comprehensive set of final design plans and bidding documents; and

**WHEREAS**, according to Pennoni's proposal dated September 19, 2013, the geographic location of North Huron Drive within the lowest section of Town and in close proximity of Oxon Run makes the improvement of this roadway crucial for successful repairs and rehabilitation of drainage systems along others streets in Town, particularly since the topography of the Town slopes towards North Huron Drive and ultimately the drainage systems will connect to the drainage system constructed along North Huron Drive, which make the roadway and drainage improvements along North Huron Drive the building blocks upon which all of the other Town street improvements will be based upon; and

**WHEREAS**, said proposal further states that the design of improvements along North Huron Drive to be included in three (3) phases to include (i) sidewalks, (ii) roundabout and landscaping, and (iii) street repaving incorporates Complete Street and Green Street elements and includes a holistic approach to addressing walkability, connectivity, stormwater management and drainage design; and

**WHEREAS**, the Safe Routes to School ("SRTS") Program is a federal-funded, reimbursement program administered by the Maryland Department of Transportation's State Highway Administration ("MDOT SHA") to enable and encourage children to safely walk, roll, or bicycle to school; and

**WHEREAS**, pursuant to Resolution 37-15, the Mayor and Town Council approved the Forest Heights SRTS Program Grant administered by the SHA for funding of up to the maximum amount of \$211,000 for the SRTS Project; and

**WHEREAS**, the SRTS Project (North Huron Drive Sidewalks – Phase I) consists of approximately 2,720 linear feet of concrete sidewalk, five (5) feet wide, along North Huron Drive from its eastern limits at the intersection with Seneca Drive to its western limits at its

THE TOWN OF FOREST HEIGHTS  
RESOLUTION 34-20

intersection with Seneca Drive, thirty nine (39) driveway crossings, seven (7) ADA ramps, with lump sum provisions for a 150 linear foot walking/biking path connection from N. Huron Drive to the asphalt path on the Forest Heights Elementary School grounds (i.e., links sidewalk to school), signage and markings for a walkway on the north side of N. Huron Drive; and

**WHEREAS**, further pursuant to Resolution 37-15, the Mayor and Town Council appointed Mr. Stanley Mosley as project sponsor and agreed to a Memorandum of Understanding for Safe Routes to School Project Grant Year "G" – Forest Heights with SHA; and

**WHEREAS**, on August 21, 2019, the Town Council approved Resolution 52-19 which awarded the bid and authorized the Mayor to execute a contract on behalf of the Town with Fort Myer Construction Corporation for the construction of a sidewalk project along North Huron Drive for a total cost of \$539,449.10; and

**WHEREAS**, there are other sources of funding being used by the Town to pay for this construction project, which approximates \$555,764 in total project costs; and

**WHEREAS**, each year the Maryland General Assembly and the local delegation entertains requests to assist those entities and local governments requesting funding from the General Assembly for capital projects through the submission of bond bills of which the subject grant is enabled pursuant to Chapter 14 of the Laws of Maryland for 2019 (DGS Item 296); and

**WHEREAS**, the Mayor and Council of the Town of Forest Heights deem it in the best interests of the Town to accept the grant award of \$125,000.00 from the State acting through the Board of Public Works to fund the SRTS Project improvements for North Huron Drive.

**NOW THEREFORE BE IT RESOLVED**, by the Mayor and the Town Council of the Town of Forest Heights, that the Town hereby accepts and approves the \$125,000.00 "Forest Heights Safe Route of School Project" grant authorized by the General Assembly of Maryland according to the terms and conditions of the below-referenced grant agreement; and

**BE IT FURTHER RESOLVED**, that the Mayor or her designee is hereby authorized to sign the State of Maryland Capital Projects Grant Agreement, attached hereto and incorporated by reference herein as Exhibit A, and the Town Clerk is hereby directed to attest to the Town representatives' signature affixed thereon; and

**BE IT FURTHER RESOLVED**, that this Resolution shall take effect immediately upon passage.

PASSED this \_\_\_\_ day of June 2020.

**APPROVED:** By Resolution of the Town Council of The Town of Forest Heights, Maryland

The Town of Forest Heights  
Resolution 34-20  
Page 2

THE TOWN OF FOREST HEIGHTS  
RESOLUTION 34-20

ROLL CALL VOTE

YEA/NAY/ABSTAIN/ABSENT

MUHAMMAD

\_\_\_\_\_

KENNEDY II

\_\_\_\_\_

NOBLE

\_\_\_\_\_

BARNES

\_\_\_\_\_

HINES

\_\_\_\_\_

WASHINGTON

\_\_\_\_\_

ATKINSON

\_\_\_\_\_

ATTEST:

THE TOWN OF FOREST HEIGHTS,  
MARYLAND

\_\_\_\_\_  
Sherletta Hawkins, Town Clerk

By: \_\_\_\_\_  
Mayor Habeeb-Ullah Muhammad, Mayor

By: \_\_\_\_\_  
Calvin Washington, Council President

[Exhibit A – State of Maryland Capital Projects Grant Agreement with Application]

CERTIFICATION

I, hereby certify, as the duly appointed Town Clerk of the Town of Forest Heights, Maryland, that on the \_\_\_\_ day of June 2020 with \_\_\_\_ Aye votes and \_\_\_\_ Nay votes the aforesaid Resolution \_\_-20 passed.

\_\_\_\_\_  
Sherletta Hawkins, Town Clerk

State of Maryland  
**CAPITAL PROJECTS GRANT AGREEMENT**

This Agreement ("Agreement") is entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the State of Maryland ("State"), acting through the Board of Public Works (BPW), and Mayor and Town Council of the Town of Forest Heights, 5508 Arapahoe Drive, Forest Heights, MD 20745 ("Grantee"), whose federal taxpayer identification number is \_\_\_\_\_.

Recitals

- A. Grantee has requested grant assistance from the State and has completed the Capital Projects Grant Application.
- B. The General Assembly has authorized this Grant titled **Forest Heights Safe Route to School Project** provided that Grantee expends the money only for the purposes outlined below.

Therefore, the State and Grantee agree as follows:

1. **Purpose.** Grantee may use grant funds for the following purpose only ("Project"): For the acquisition, planning, design, construction, repair, renovation, reconstruction, site improvement, and capital equipping of the Forest Heights Safe Route to School Project, including the construction of sidewalks, located in Prince Georges County.  
(See **Enabling Act**: DGS Item 296, Chapter 14 of the Laws of Maryland 2019 which is incorporated herein by reference.)
2. **Grant.** After the BPW approves this Agreement, the State shall periodically provide grant funds ("Grant") to, or on behalf of, Grantee not to exceed: \$ 125,000 (One Hundred Twenty Five Thousand Dollars).
3. **Termination or Reduction of Authorization.** The BPW, in its sole discretion, may reduce or terminate the authorization to provide the Grant in the event: (a) Grantee fails to provide evidence of the required matching fund by 6/1/2021; or (b) no part of the Project is under contract by 6/1/2026 or (c) the Project is abandoned. The Enabling Act's authorization automatically terminates for any grant funds that are unexpended or unencumbered by 6/1/2026.
4. **Matching Fund.** If the Enabling Act requires, Grantee must provide and expend a matching fund. Failure to prove any required matching fund may affect the authorization pursuant to Paragraph 3 of this Agreement.
5. **Disbursement of Grant.** Subject to the availability of funds, the BPW may periodically authorize payment to, or on behalf of, Grantee funds in an amount not to exceed the Grant amount.

6. Limitations on Use. The BPW or its designee may, in its sole discretion, disapprove requests for disbursement or expenditure of Grant funds that are not consistent with or are not specifically related to the Project purpose or this Agreement generally.
7. Term. This Agreement terminates if the BPW terminates the grant authorization under Paragraph 3 without issuing bonds. Otherwise, this Agreement is in effect so long as any State general obligation bonds issued, sold, and delivered to provide funds for this Grant, remain outstanding, or for such longer period as the parties may agree.
8. Payment Procedure. Payment procedures contained in the most recent edition of *Maryland Capital Grants Projects: Information for State of Maryland Capital Grant Recipients* [<http://dgs.maryland.gov/Pages/Grants/index.aspx>] are incorporated herein by reference. The State shall make payment to, or on behalf of, Grantee in accordance with those procedures and any other terms and conditions as the BPW, in its sole discretion, may impose.
9. Reports:
- (a) Section 7-402 of the State Finance and Procurement Article, Annotated Code of Maryland, requires Grantee to submit a verified report that fully and accurately accounts for appropriate Grant expenditures. Requests for payment made in accordance with Paragraph 8 of this Agreement are deemed to comply with Section 7-402.
- (b) Grantee shall submit other reports or information as the State may periodically require, including project status reports and certified audit reports.
10. Communications. Communications must be addressed as follows:

**To the State:**

*Office of the Comptroller*  
Capital Grants Program Administrator  
80 Calvert Street, Room 215  
Annapolis, Maryland 21404-0466

*Department of General Services*  
Capital Grants Program Manager  
301 W. Preston Street, Room 703  
Baltimore, Maryland 21201

**To the Grantee:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



11. Default. A default is Grantee's breach of any of the covenants, agreements, or certifications contained in this Agreement.
12. Remedies Upon Default.
- (a) Upon the occurrence of any default, the State, as the BPW in its sole discretion determines, may do one or more of the following:
    - (i) Require Grantee to repay the Grant, in whole or in part.
    - (ii) Recoup the amount of the Grant already paid from funds due the Grantee from any other current or future State grant or loan or any other funds, otherwise due and owing Grantee.
    - (iii) Withhold further payments under this Agreement.
    - (iv) Terminate this Agreement.
  - (b) In addition to the rights and remedies contained in this agreement, the State may at any time proceed to protect and enforce all rights available to it. All rights and remedies survive the termination of this Agreement.
13. Disposition of Property. Grantee may not sell, lease, exchange, give away, or otherwise transfer or dispose of any interest in real or personal property acquired or improved with Grant funds ("**Grant-Funded Property**") unless the BPW gives prior written consent. This includes transfer or disposition to a successor or the merger, dissolution, or other termination of the existence of Grantee. Grantee shall give the BPW written notice at least 60 days before any proposed transfer or disposition. When consenting to a transfer or disposition, the Board of Public Works may in its sole discretion require the grantee to repay a percentage of the proceeds that are allocable to the grant.
14. Inspection and Retention of Records. Grantee shall permit any duly authorized representative of the State to inspect and audit all records and documents of Grantee relating to this Grant. Grantee shall retain such records for at least three years after this Agreement terminates.
15. Insurance.
- (a) For any item of Grant-Funded Property that has an original fair market value of \$5,000 or more, Grantee shall, at its own expense and for the reasonable useful life of that item, obtain and maintain all risk of fire and extended coverage insurance or such similar insurance coverage as may be appropriate for the full value of the item or in amounts as may be commercially reasonable under the circumstances. Grantee's insurer must be authorized to issue the policy in the State. Each such policy shall by its terms:
    - (i) Name the State as an additional loss payee thereunder.  
**Name: The State of Maryland**  
**Address: Department of General Services**  
**Capital Grants**  
**301 W. Preston Street, Suite 703**  
**Baltimore, MD 21201**

- (ii) Be considered primary and non-contributory with respect to any other insurance, if any, provided by the State.
- (iii) Be cancelable only on at least 30 days written notice to Grantee and to the BPW.

- (b) On request, Grantee shall, provide the BPW or its designee with satisfactory evidence of insurance.
- (c) Proceeds of insurance required by this Paragraph may be applied as the BPW, in its sole discretion, shall determine toward replacement of Grant-Funded Property or toward repayment of the Grant to the State.
- (d) The BPW or its designee in its sole discretion may determine that Grantee may self-insure Grant-Funded Property if Grantee has adequate financial resources.

16. Indemnification. To the extent permitted by law (including Courts and Judicial Proceedings Article, §5-301 et seq. the Local Government Tort Claims Act; and Courts and Judicial Proceedings Article, §5-509, Annotated Code of Maryland, as amended from time to time), and subject to the availability of appropriations, Grantee is responsible for, and shall defend, indemnify, and hold harmless the State, its officers, agents, and employees, whether or not the State be deemed contributorily negligent, from all suits, actions, liability, or claims of liability (including reasonable attorneys' fees) arising out of:

- (a) The Project, including its construction.
- (b) Grantee's use, occupancy, conduct, operation, or management of the Project.
- (c) Any negligent, intentionally tortious, or other act or omission of Grantee or any of its agents, contractors, servants, employees, subtenants, licensees, or invitees in connection with the Project.
- (d) Any injury to or death of any person or damage to any property occurring in, on, or as a direct or indirect result of the Project or any of Grantee's activities in connection therewith.

17. Registration. Grantee is a (charitable \_\_\_) (religious \_\_\_) organization registered with the Maryland Secretary of State in accordance with the Annotated Code of Maryland [Business Regulation Article or Corporations and Association Article]; is in good standing; and has filed all of its required reports with the Maryland Secretary of State.

Check if YES \_\_\_

Check if NOT APPLICABLE \_\_\_ and explain:

---

---

---

18. Commercial and Employment Nondiscrimination. Grantee shall:

- (a) Not discriminate in the selection, hiring, or treatment of any employee, employment applicant, vendor, supplier, subcontractor, or commercial customer on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any other unlawful use of characteristics unrelated to performance.
  - (b) Include a clause similar to sub-paragraph (a) in any contract under this Grant.
  - (c) Post, and cause contractors to post, in conspicuous places notices setting forth the nondiscrimination policy.
19. Drug and Alcohol Policy. Grantee certifies that it shall make a good faith effort to eliminate illegal drug use and alcohol and drug abuse from its workplace. Specifically, Grantee shall:
- (a) Prohibit the unlawful manufacture, distribution, dispensation, possession, or use of drugs in its workplace.
  - (b) Prohibit its employees from working under the influence of alcohol or drugs.
  - (c) Not hire or assign to work on an activity funded in whole or part with State funds, anyone whom it knows, or in the exercise of due diligence should know, currently abuses alcohol or drugs and is not actively engaged in a bona fide rehabilitation program.
  - (d) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if it or its employee has observed the violation or otherwise has reliable information that a violation has occurred.
  - (e) Notify employees that drugs and alcohol abuse are banned in the workplace, impose sanctions on employees who abuse drugs and alcohol in the workplace, and institute steps to maintain a drug-free and alcohol-free workplace.
20. Compliance with Applicable Law. Grantee hereby represents and warrants that it:
- (a) Is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
  - (b) Is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the Grant term;
  - (c) Shall comply with all federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Grant.
  - (d) Shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Grant.

21. Non-Debarment. Neither Grantee nor any of its officers, directors, or any of its employees directly involved in obtaining or performing grants or contracts with public bodies has:
- (a) Been convicted of bribery, attempted bribery, or conspiracy to bribe in violation of any state or federal law.
  - (b) Been convicted under any state or federal statute of any offense enumerated in Section 16-203 of the State Finance and Procurement Article, Annotated Code of Maryland.
  - (c) Been found civilly liable under any state or federal antitrust statute as provided in Section 16-203 of the State Finance and Procurement Article, Annotated Code of Maryland.
22. Non-Collusion. Neither Grantee nor any of its officers, directors, or any of its employees directly involved in obtaining or performing grants or contracts with public bodies has:
- (a) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in obtaining or performing this Grant.
  - (b) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of any bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with this Grant.
23. Financial Disclosure. Grantee is aware of, and will comply with, Section 13-221 of the State Finance and Procurement Article, Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State or its agencies during a calendar year under which the business is to receive in the aggregate \$200,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases or other agreements reaches \$200,000, file with the Maryland Secretary of State certain specified information to include disclosure of beneficial ownership of the business.
24. Political Contributions. Grantee is aware of, and will comply with, Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$200,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.
25. No Contingent Fees. Grantee has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for Grantee, to solicit or secure the Grant. Grantee has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of the Grant.
26. No Lobbying Fees. In accordance with Section 7-221 of the State Finance

and Procurement Article, Annotated Code of Maryland, Grantee certifies that no State money has been paid or promised to any legislative agent, lawyer, or lobbyist for any service to obtain the legislation establishing or appropriating funds for the Grant.

27. Non-hiring of State Employees. No State employee whose duties as such employee include matters relating to or affecting the subject matter of this Grant, shall, while so employed, become or be an employee of Grantee.
28. Amendment. The Agreement may be amended only in a writing signed by the parties.
29. Assignment. Grantee may not assign this Agreement without the prior written approval of the BPW. If the BPW approves an assignment, this Agreement shall bind Grantee's successors and assigns.
30. Entire Agreement. This Agreement represents the complete and final understanding of the parties. No other understanding or representations, oral or written, regarding the subject matter of this Agreement, shall be deemed to exist or to bind the parties at the time the parties sign the Agreement.
31. Maryland Law. Maryland laws govern the interpretation and enforcement of this Agreement.

By their signatures, the parties so agree:

WITNESS:

GRANTEE:

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF MARYLAND  
BOARD OF PUBLIC WORKS

By: \_\_\_\_\_  
John Gontrum  
Executive Secretary

Approved as to form and legal  
sufficiency this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Assistant Attorney General  
Department of General Services

BPW APPROVAL: DGS Item \_\_\_\_-CGL (\_\_\_\_/\_\_\_\_/20\_\_\_\_)

CAPITAL PROJECTS GRANT AGREEMENT  
*Standard Form*

B

P

W



**STATE OF MARYLAND  
BOARD OF PUBLIC WORKS  
CAPITAL PROJECT GRANT APPLICATION**  
(Submit a separate application for each grant award.)

1. NAME OF BOND BILL: Forest Heights Safe Route to School Project		2. LEGISLATIVE DISTRICT: 26
3. CHAPTER NO: 9	4. YEAR AUTHORIZED: 2019	5. DGS ITEM NO. 296
6. GRANT AMOUNT: \$ 125,000 <span style="float: right;">Show this amount only in State Grant Column - Page 2)</span>		
MATCH AMOUNT: \$ N/A		
7. LEGAL NAME OF GRANTEE ORGANIZATION: Town of Forest Heights		
8. ADDRESS OF GRANTEE: 5508 Arapahoe Drive, Forest Heights, MD 20745		
9. PROJECT TITLE: Forest Heights Safe Route to School Project		
10. PROJECT ADDRESS: Length of N. Huron from Seneca Dr. west to Seneca Dr. east		
11. GRANTEE INTEREST IN REAL PROPERTY TO BE IMPROVED WITH GRANT: <input checked="" type="checkbox"/> Grantee organization is the sole owner. <input type="checkbox"/> Grantee organization is a co-owner. Co-owner name: _____ <input type="checkbox"/> Grantee does not own the property, but has a long-term lease (minimum of 15 yrs.). <input type="checkbox"/> Grantee does not own or lease the project property. Property owner name: _____		
12. ESTIMATED PROJECT SCHEDULE: Design Start _____ Complete _____ End _____ Construction Start 1/15/2020 End 3/20/2020		
13. DETAILED PROJECT DESCRIPTION AND SCOPE (Include Purpose and Construction Details, use additional sheets, if necessary): Construction of 5' wide porous sidewalks with driveway aprons replacement where currently none exist. Purpose is to provide sidewalks for students to walk to nearby elementary school without competing with automobile traffic and for safe pedestrian passage for others in the area.		
14. IS THIS PROJECT SUBJECT TO THE STATE PREVAILING WAGE LAW: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> (Wage rates apply if the construction contract is \$500,000 or more and State funds will be used to pay for 50% or more of the contract.)		
B. IS THIS PROJECT SUBJECT TO THE STATE APPRENTICESHIP TRAINING FUND (SATF) YES _____ NO <input checked="" type="checkbox"/> (SATF apply if the Grantee project receives \$1,000,000.00 in State grant funds and if the construction contract is \$500,000 or more.)		
15. DOES THIS PROJECT REQUIRE A PRESERVATION EASEMENT TO THE MARYLAND HISTORICAL TRUST: YES _____ NO <input checked="" type="checkbox"/>		

## CAPITAL PROJECT GRANT APPLICATION

## TOTAL ESTIMATED PROJECT BUDGET

	THIS	OTHER	TOTAL
16. ITEM	STATE GRANT	FUNDS	COST
<u>A. Construction Cost (Including Fixed Equipment)</u>		\$ 211,000 (SRTS)	
	\$ 125,000.00	\$ 119,764.10 (Town)	\$ 555,764.10
<u>B. Equipment and Furnishings Not Fixed</u>			
<u>** (Attach a listing which includes the cost of each item)</u>	\$ N/A	\$ N/A	\$ N/A
<u>C. Architect/Engineer Fees</u>			
	\$ N/A	\$ 100,000	\$ N/A
<u>D. Land</u>			
	\$ N/A	\$ N/A	\$ N/A
<u>E. Total</u>	\$ 125,000.00	\$ 430,764.10	\$ 555,764.10

17. CONTACT PERSON'S NAME: Linwood Robinson, Jr.
18. PHONE NUMBER: 301-839-1030
19. FAX NUMBER: 301-839-9236
20. EMAIL: lrobinson@forestheightsmd.gov

Town of Forest Heights, Maryland

NAME OF GRANTEE ORGANIZATION

12/20/19

DATE



&lt;&lt; SIGNATURE &gt;&gt;

AUTHORIZED REPRESENTATIVE

Linwood Robinson, Jr.

&lt;&lt; PRINTED NAME &gt;&gt;

AUTHORIZED REPRESENTATIVE

Town Administrator

&lt;&lt; TITLE &gt;&gt;

AUTHORIZED REPRESENTATIVE

TOWN OF FOREST HEIGHTS  
RESOLUTION 36-20

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF FOREST HEIGHTS, MARYLAND TO APPROVE THE EMPLOYMENT AND APPOINTMENT OF JEREMY NUGENT AS A POLICE OFFICER TO SERVE WITHIN THE FOREST HEIGHTS POLICE DEPARTMENT**

Introduced By: Mayor Habeeb-Ullah Muhammad and Council President Calvin Washington

**WHEREAS**, pursuant to Section 33-66 of the Charter of the Town of Forest Heights (the "Charter") the Town shall have the power to employ such officers and employees as it deems necessary to execute the powers and duties provided by the Charter or other state law and to operate the Town government; and

**WHEREAS**, pursuant to Section 33-18(b) of the Charter, all full-time subordinate officers and employees of the offices, departments, and agencies of the Town government shall be appointed and removed by the Mayor with the consent of the Council, in accordance with rules and regulations of any merit system which may be adopted by the Council; and

**WHEREAS**, pursuant to Section 23.2 of the Town Ordinance Code, certain minimum qualifications for police officers is stated therein, and the Chief of Police has verified to the Mayor and Council that the candidate is of good moral character and emotionally stable, as determined by a comprehensive background investigation, which includes fingerprinting of the applicant and a search made of local, state and criminal records, including a check of military, selective service, school and credit agency records; and

**WHEREAS**, pursuant to General Order No. 2016-1 (Ch. 2, § 3) sworn personnel will remain on probation until successfully completing twelve (12) consecutive months of full-time employment with the FHPD and authorized by the FHPD Chief of Police as having successfully completed the probation period; and

**WHEREAS**, that Jeremy Nugent has completed one successful year as Police Officer with the Town of Morningside; and

**WHEREAS**, the Council finds that Jeremy Nugent has shown that he has the necessary experience, training, MPTC certifications and knowledge to serve as a Police Officer in the Police Department and it is in the best interest of the Town to appoint Mr. Nugent as a Police Officer.

**NOW THEREFORE BE IT RESOLVED**, that the Town Council hereby consents to the Mayor's appointment of Jeremy Nugent as Police Officer at the annual salary of \$42,000.00; and

**BE IT FURTHER RESOLVED**, that said officer's salary shall be paid from line item 7060 Salary from the FY2020 Budget; and

TOWN OF FOREST HEIGHTS  
RESOLUTION 36-20

**AND BE IT FURTHER RESOLVED** that this Resolution shall take effect upon its passage.  
**PASSED** this \_\_\_\_ day of June 2020.

**APPROVED:** By Resolution of the Town Council of The Town of Forest Heights, Maryland

ROLL CALL VOTE

YEA/NAY/ABSTAIN/ABSENT

MUHAMMAD

\_\_\_\_\_

KENNEDY II

\_\_\_\_\_

NOBLE

\_\_\_\_\_

BARNES

\_\_\_\_\_

HINES

\_\_\_\_\_

WASHINGTON

\_\_\_\_\_

ATKINSON

\_\_\_\_\_

ATTEST:

THE TOWN OF FOREST HEIGHTS,  
MARYLAND

\_\_\_\_\_  
Sherletta Hawkins, Town Clerk

By: \_\_\_\_\_  
Habeeb-Ullah Muhammad, Mayor

By: \_\_\_\_\_  
Calvin Washington, Council President

CERTIFICATION

I, hereby certify, as the duly appointed Town Clerk of the Town of Forest Heights, Maryland,  
that on the \_\_\_\_ day of June 2020 with \_\_\_\_ Aye votes and \_\_\_\_ Nay votes the aforesaid Resolution  
\_\_\_\_-20 passed.

\_\_\_\_\_  
Sherletta Hawkins, Town Clerk

THE TOWN OF FOREST HEIGHTS  
RESOLUTION 37-20

A RESOLUTION TO CANCEL FOREST HEIGHTS DAY AND NATIONAL NIGHT OUT SLATED FOR AUGUST 2020 DUE TO THE CONTINUING HEALTH EMERGENCY AND TO AMEND RESOLUTION 23-20 TO APPROVE AND ADOPT BY REFERENCE COUNTY EXECUTIVE ORDER NO. 10-2020 CONTINUING THE DECLARATION OF A LOCAL STATE OF EMERGENCY FOR PRINCE GEORGE'S COUNTY, MARYLAND

Introduced By: Mayor Habeeb-Ullah Muhammad and Council President Calvin Washington

**WHEREAS**, as it typically does each year, the Town of Forest Heights planned to organize and host its Annual Forest Heights Day on the first Saturday in August and National Night Out hosted by the Town's police department on Tuesday, August 4, 2020; and

**WHEREAS**, each year the Town expects between 400 to 500 community residents, local politicians, churches, and business owners, in attendance at the Forest Heights Day celebration and the event typically includes speakers, special guests, games and contests for all age groups, vendors and a variety of foods; and

**WHEREAS**, on March 5, 2020, Maryland Governor Larry Hogan initially declared a state of emergency in response to concerns about the novel Coronavirus (COVID-19); and

**WHEREAS**, an initial Town Emergency Proclamation was declared on April 5, 2020, with an indefinite extension approved by the Town Council by Resolution 23-20 at the May 4, 2020 meeting; and

**WHEREAS**, the Governor issued Order Number 20-05-13-01, dated May 13, 2020, (Amending and Restating the Order of May 6, 2020, Allowing Reopening of Certain Businesses and Facilities, Subject to Local Regulation), as amended by Order Number 20-05-27-01, dated May 27, 2020, specifically authorized political subdivisions to issue more restrictive orders than issued by the Governor including requiring any businesses, organizations, establishments, or facilities to close or modify their operations; and/or requiring individuals to remain indoors or to refrain from congregating; and

**WHEREAS**, despite any Local Orders that may be issued, the Governor's latest orders among other restrictions continues to prohibit: (i) large gatherings of more than 10 people, (ii) worship services that exceed 50% of a Religious Facility's Maximum Occupancy, (iii) shopping where the total number of persons permitted in a Retail Establishment at any one time shall not exceed 50% of that Retail Establishment's Maximum Occupancy, (iv) obtaining Personal Services where customers patronizing certain businesses such as barbers are required to do so by appointment basis only, wear Face Coverings, clean and disinfect the service areas, and not exceed 50% of the Personal Service Establishment's Maximum Occupancy; and

**WHEREAS**, the Governor's latest orders further require public compliance with (i) applicable Local Orders, (ii) the State Health Secretary's Directives, (iii) applicable social distancing guidelines published by the CDC and Md. Health Dept., and any orders issued by any applicable Local Health Officer pursuant to the Order of the Governor of the State of Maryland

THE TOWN OF FOREST HEIGHTS  
RESOLUTION 37-20

Number 20-04- 05-02, dated April 5, 2020, entitled "Delegating Authority to Local Officials to Control and Close Unsafe Facilities", as it may be amended from time to time; and

**WHEREAS**, the County Executive has issued a Local Order known as Executive Order No. 10-2020 on May 28 2020 that essentially rescinds the locally issued Stay-at-Home Order effective June 1, but keeps in place the closure of certain business, organizations and facilities, and encourages all residents to stay in their homes or residences as much as possible; and

**WHEREAS**, Subsection 2.9.B of the Town Code, authorizes the Town Council by resolution to modify or reject an emergency order of the Mayor, and if the Council modifies or rejects the order, said modification or rejection shall be prospective only, and shall not affect any actions taken prior to the modification or rejection of the order; and

**WHEREAS**, the Town Council finds that it is in the best interest of the Town during these unprecedented and uncertain times and under the current state of the declared health emergency applicable to the State, the County and the Town to cancel the aforementioned public events, and resolve to follow and enforce all relevant State and Local Emergency Orders.

**NOW THEREFORE BE IT RESOLVED**, that the Town Council hereby approves, directs and authorizes the Mayor to cancel the Annual Forest Heights Day previously scheduled for August 1, 2020 and National Night Out previously scheduled for August 4, 2020; and

**BE IT FURTHER RESOLVED**, that the Town Council hereby further approves and amends Town Resolution 23-20 to adopt by reference County Executive Order No. 10-2020, in as much as it does not conflict with any Local Order of the Town, as if written word for word hereinbelow, to be enforced within the corporate limits of the Town by the County Police Department pursuant to County Order No. 10-2020 and the Forest Heights Police Department, pursuant to mayoral proclamation and any relevant resolutions authorized by Article 2 of the Town Ordinance Code and enforced pursuant to Section 2.17 of said Code; and

**BE IT FURTHER RESOLVED**, that a copy of this Resolution and the latest Governor's Order (i.e., Order No. 20-05-27-01, dated May 27, 2020 regarding the reopening of certain businesses and facilities, subject to local regulation) and County Executive Order No. 10-2020 dated May 28 2020, as amended, shall be made available to all occupants or attendees at any Town building and facility where public business is permitted; and

**BE IT FURTHER RESOLVED**, that this Resolution shall take effect immediately upon passage.

PASSED this \_\_\_\_ day of June 2020.

**APPROVED:** By Resolution of the Town Council of The Town of Forest Heights, Maryland



THE TOWN OF FOREST HEIGHTS  
RESOLUTION 37-20

ROLL CALL VOTE

YEA/NAY/ABSTAIN/ABSENT

MUHAMMAD

\_\_\_\_\_

KENNEDY II

\_\_\_\_\_

NOBLE

\_\_\_\_\_

BARNES

\_\_\_\_\_

HINES

\_\_\_\_\_

WASHINGTON

\_\_\_\_\_

ATKINSON

\_\_\_\_\_

ATTEST:

THE TOWN OF FOREST HEIGHTS,  
MARYLAND

\_\_\_\_\_  
Sherletta Hawkins, Town Clerk

By: \_\_\_\_\_  
Mayor Habeeb-Ullah Muhammad, Mayor

By: \_\_\_\_\_  
Calvin Washington, Council President

CERTIFICATION

I, hereby certify, as the duly appointed Town Clerk of the Town of Forest Heights, Maryland, that on the \_\_\_\_ day of June 2020 with \_\_\_\_ Aye votes and \_\_\_\_ Nay votes the aforesaid Resolution \_\_-20 passed.

\_\_\_\_\_  
Sherletta Hawkins, Town Clerk

**THE TOWN OF FOREST HEIGHTS  
RESOLUTION 38-20**

**A RESOLUTION AUTHORIZING THE CHIEF OF POLICE TO USE  
VINCENT LYEW FOR REQUIRED FIREARMS TRAINING FOR NEW  
OFFICERS**

Introduced by: Councilman Calvin Washington

**WHEREAS**, historically, Forest Heights Police Department personnel has used a firearm instructor from New Carrollton Police Department; and

**WHEREAS**, Vincent Lyew has been a certified firearms instructor for over a decade; and

**WHEREAS**, the Forest Heights Police Department desires to obtain the services of Vincent Lyew for Entry Level Firearms Training and Annual Firearms Training for the newly hired officers;

**WHEREAS**, the Police Department will provide duty ammunition, training targets, eye and ear protection; and

**WHEREAS**, the cost for the firearm training is \$2,400.00 for 3 new officers to be taken from line item 7075 of the FY 2020 Budget and;

**NOW THEREFORE, BE IT RESOLVED** that the Mayor and Town Council of Town of Forest Heights, Maryland hereby authorizes the Chief of Police to used Vincent Lyew as a firearms training instructor for a price not to exceed \$2,400.00. This transaction will proceed as further described herein and in the above recitals which are incorporated by reference herein.

**AND, BE IT FURTHER RESOLVED** that this Resolution shall take effect immediately upon its passage.

PASSED this \_\_\_\_ day of June 2020.

**APPROVED:** By Resolution of the Town Council of The Town of Forest Heights, Maryland

ROLL CALL VOTE

YEA/NAY/ABSTAIN/ABSENT

MUHAMMAD

\_\_\_\_\_

KENNEDY II

\_\_\_\_\_

NOBLE

\_\_\_\_\_

BARNES

\_\_\_\_\_

**TOWN OF FOREST HEIGHTS  
RESOLUTION 38-20**

**THE TOWN OF FOREST HEIGHTS  
RESOLUTION 38-20**

HINES \_\_\_\_\_

WASHINGTON \_\_\_\_\_

ATKINSON \_\_\_\_\_

I HEREBY CERTIFY that the above Resolution No. 38-20 was passed by the required yeas and nays vote of the Mayor and Council of Forest Heights on the \_\_\_\_ day of June 2020.

ATTEST: THE MAYOR AND COUNCIL OF THE TOWN OF FOREST HEIGHTS

\_\_\_\_\_  
Sherletta B. Hawkins, Town Clerk

By: \_\_\_\_\_ (Seal)  
Habeeb-Ullah Muhammad, Mayor

By: \_\_\_\_\_  
Calvin Washington, Council President

[Exhibit A]

**THE TOWN OF FOREST HEIGHTS  
RESOLUTION 38-20**

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**WHEREAS**, the Police Department will provide duty ammunition, training targets, eye and ear protection; and

**WHEREAS**, the cost for the firearm training is \$2,400.00 for 3 new officers to be taken from line item 7075 of the FY 2020 Budget and;

**NOW THEREFORE, BE IT RESOLVED** that the Mayor and Town Council of Town of Forest Heights, Maryland hereby authorizes the Chief of Police to used Vincent Lyew as a firearms training instructor for a price not to exceed \$2,400.00. This transaction will proceed as further described herein and in the above recitals which are incorporated by reference herein.

**AND, BE IT FURTHER RESOLVED** that this Resolution shall take effect immediately upon its passage.

PASSED this \_\_\_\_ day of June 2020.

**APPROVED:** By Resolution of the Town Council of The Town of Forest Heights, Maryland

ROLL CALL VOTE

YEA/NAY/ABSTAIN/ABSENT

MUHAMMAD

\_\_\_\_\_

KENNEDY II

\_\_\_\_\_

NOBLE

\_\_\_\_\_

BARNES

\_\_\_\_\_

**TOWN OF FOREST HEIGHTS  
RESOLUTION 38-20**

**THE TOWN OF FOREST HEIGHTS  
RESOLUTION 38-20**

HINES \_\_\_\_\_

WASHINGTON \_\_\_\_\_

ATKINSON \_\_\_\_\_

I HEREBY CERTIFY that the above Resolution No. 38-20 was passed by the required yeas and nays vote of the Mayor and Council of Forest Heights on the \_\_\_\_ day of June 2020.

ATTEST: THE MAYOR AND COUNCIL OF THE TOWN OF FOREST HEIGHTS

\_\_\_\_\_  
Sherletta B. Hawkins, Town Clerk

By: \_\_\_\_\_ (Seal)  
Habeeb-Ullah Muhammad, Mayor

By: \_\_\_\_\_  
Calvin Washington, Council President

[Exhibit A]

# Vincent Lyew

## INVOICE

6016 Princess Garden Pkwy.  
New Carrollton, MD 20784  
Phone 410-253-0924

Trouble Maker Training LLC

INVOICE #20-1  
DATE: APRIL 15, 2020

**TO: CHIEF REESE**  
**FOREST HEIGHTS POLICE DEPARTMENT**  
**5508 ARAPAHOE DRIVE**  
**FOREST HEIGHTS, MD 20745**  
**301-839-4040**

### COMMENTS OR SPECIAL INSTRUCTIONS:

Annual Firearms and Transition for new hire Christian Suite (2 Days).  
Entry Level Firearms for new hires Deon Best and Ocie Miller (4 Days).  
Department General Orders A Must for training  
Weapons provided to each officer by Agency  
Green Ammo provided by Agency (any unused will be returned to agency for future use on the range)

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	Transition and Annual qualification \$300	20 hours	Gratis
2	Entry Level firearms qualification \$1200 each	40 hours	\$2400.00
3	Classroom In-Service \$25 each	2 hours	Gratis
	Pistol cleaning gear and equipment provided my Instructor		Gratis
8	Targets provided by instructor B-27 Cardboard for Qualification	\$2.50 each	Gratis
	Duty Ammo Provided by agency Training ammo Provided by agency		
	Paper B-27 training paper targets Provided by agency		
	Eyes and Hearing protection Provided by agency		
SUBTOTAL			2400.00
SALES TAX			0.00 Municipal Govt.
SHIPPING & HANDLING			0.00
TOTAL DUE			2400.00

Make all checks payable to Vincent Lyew

If you have any questions concerning this invoice, contact : [Vlyew@newcarrolltonpd.com](mailto:Vlyew@newcarrolltonpd.com) [Vincent.Lyew@Troublemaker-Training.com](mailto:Vincent.Lyew@Troublemaker-Training.com)  
or 240-354-087

**Thank you for your business!**